March 16, 2009

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Thursday, February 26, 2009, 9:30 am.
Commissioners' Conference Room
Benton County Justice Center
Kennewick, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Community Development Coordinator; Public Works Director Ross Dunfee; Deputy Administrator Loretta Smith Kelty; DPA Ryan Brown; Personnel Manager Melina Wenner; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Jeff McKenzie and Denise Gerry, Fairgrounds; Mike Shuttleworth and Susan Walker, Planning; and Keith Mercer.

Fairgrounds

The Board discussed how it wanted to proceed with the proposal by the Fair Association to take over year-round operations at the Fairgrounds.

Commissioner Bowman said he was not in opposition to the concept, but there were a lot of details to work out and he wanted to wait and see if they could get past the details.

Commissioner Beaver said he was in agreement with the concept and was willing to see any proposal that would enhance the facility. He said he wanted to see a time schedule, along with a 10-year plan that included some growth, in conjunction with benefits for the users and visitors at the facility.

Chairman Benitz said he wanted some assurance that utilization of the Fairgrounds was done in a fair and equitable manner for all interests at the Fairgrounds and enhanced for the benefit of the younger generation. He also discussed the importance of the Fairgrounds for the agricultural industry to survive in Benton County and his concerns regarding the upkeep and maintenance of the grounds, in addition to use of the County equipment.

Mr. Sparks said there were a lot of issues to consider. He said the County would be putting itself in a vulnerable situation if it didn't work out and there were four employees to consider. He said he agreed that a new capital facilities plan for the Fairgrounds should be created.

The Board agreed that Mr. Sparks should have a series of meetings with the Fair Association, along with the PA's office, to see if there was some common ground that might benefit the entire program.

The Board briefly recessed, reconvening at 10:05 a.m.

Fairgrounds – Horse Stall Rental Rates

Chairman Benitz asked the Board if it wanted to revisit the horse stall rental rates because there was a concern about the increased cost.

Commissioner Bowman said he was not sure it was the County's responsibility to subsidize these professionals. Commissioner Beaver asked if the rates were in line with the private sector and Ms. Ivey stated they were. Commissioner Beaver said as long as the County was competitive and at or below the other entities, he didn't want to change the rates. Commissioner Bowman agreed.

Planning Issues

Communication Tower Height Ordinance

The Board discussed the issue of tower height limits and how it related to Emergency Management towers.

Mike Shuttleworth said a quick fix would be to eliminate the height limit of 150 and maybe look at a limit of 200. He said that anything higher would have to be looked at by the FCC and FAA.

Commissioner Bowman requested the Board get ahead of the curve and research other communities and come back with a recommendation so it didn't have to be addressed every two years.

Ryan Brown said if the Board looked at the exemption only, it could be done fairly quickly. However, if it wanted to look at tower heights throughout the entire county, it would be a longer process.

The Board agreed to deal with the Emergency Management exemption in the short term and requested Mr. Shuttleworth present some language and also start working on a long-term plan.

Comprehensive Land Use Plan /Urban Growth Area

Mr. Shuttleworth provided some basic information and said the plan was constantly being updated by requests for changes. Susan Walker said the County was confined to certain policies and state law stipulating what was considered rural and it has developed joint development standards. She said if the Board could bring forward its issues, they could develop those into UGA standards. The Board also discussed whether it was time to re-do the countywide planning

process and agreed to have the Planning staff go out and start the process, take a look at current policies, and see what direction the County wanted to go.

Hearings Examiner

Chairman Benitz said he thought a Hearings Examiner would be beneficial so the hearings would move forward in a timely manner, be business friendly, and ensure that legal aspects were met. He suggested there might be an opportunity to partner with the cities and requested the process move forward.

Commissioner Bowman discussed his concerns about hiring someone from another county or city to tell Benton County what its vision was, the cost of hiring a hearings examiner, and the fact the decision or recommendation would still be appealable.

Commissioner Beaver said it was something the Board could take a look at and probably get information from other jurisdictions. He said there might be an option for a developer for a large project to pay for a Hearings Examiner and the costs associated with that.

Ryan Brown said the legislature gives the option of either a board of adjustment or hearings examiner. He said it was his perception that land use law had gotten tremendously more complex and he saw frustration on the part of the volunteers who were being asked to review a mountain of regulations they were not trained to examine.

The Board directed Mr. Shuttleworth to prepare a white paper on costs and uses.

The Board briefly recessed, reconvening at 11:05 a.m.

Ordinance 445

Chairman Benitz said he believed that Ordinance 445 was too restrictive and it was time to move forward with an amendment.

Mr. Shuttleworth said they prepared an amendment to require 50% grapes on site to have a winery but have run into problems. He said they were trying to work with the Red Mountain folks to develop a Red Mountain agriculture zone, but it was not moving very quickly. He said they were trying to define a "basic winery" as a non-ag accessory use and separate the basic wineries in the agriculture zone from the Red Mountain area.

Ryan Brown gave background stating the amendment was started because landowners wanted to do things on their agricultural property as non-ag accessory uses. However, Red Mountain had concern about wineries (or stores) being opened on Red Mountain and stepping on their reputation so the amendment restricted the use of wineries. He said the plan is now to come up with a separate Red Mountain agriculture district.

Chairman Benitz said he was concerned that it had now been two years and the law required everyone to comply with the GMA ag zone and the Red Mountain AVA was stopping a winery

from being permitted in Benton County. He said he believed it was time to change it since it had not been resolved in two years.

Mike Shuttleworth said that Red Mountain was having trouble with their design standards. Commissioner Bowman said it was time to put some pressure on Red Mountain and give them a deadline or the County was going to open this back up again.

The Board agreed to move the ordinance forward to the Planning Commission and amend Ordinance 445.

The Board scheduled its next workshop meeting for Wednesday, March 4 at 9:00 a.m.

There being no further business before the Board, the meeting adjourned at 11:30 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
March 2, 2009, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Public Works Director Ross Dunfee; Mike Shuttleworth, Planning Manager and Valerie Smith; DPA Ryan Brown; Steve Becken and Norm Childress, Public Works; DPA Kathleen Galioto and DPA Jonathan Young; Juvenile Administrator Sharon Paradis; Superior Court Judge Cameron Mitchell.

Approval of Minutes

The Minutes of February 23, 2009 were approved.

Review Agenda

Commissioner Bowman requested language be added to consent agenda "a" regarding the land grant mission status. The Board agreed.

Consent Agenda

MOTION: Commissioner Bowman moved to approve the consent agenda items "a" through "q" with amendments to "a". Commissioner Beaver seconded and upon vote, the Board approved the following:

Commissioners
a. Letter to WSU
Facilities
b. Contract w/Sierra Electric for Exterior Lighting
Fairgrounds
c. Lease Agreement w/Tri-Cities Woodcarvers Asso.
d. Approval of Payment to M Campbell & Co, Inc for Emergency Repair of Heat Pump

e. Lease Agreement w/12-Bar Productions LLC for Annual Blues Festival
f. Lease Agreement w/Ye Olde Car Club of the Tri-Cities

Human Services

g. Amendment to Agreement 07/09-CMH-LCC w/Lourdes Counseling Center
h. Agreement #08/09-FBG-LCS w/Lutheran Community Services

Road/Engineer

i. Granting A Franchise to Roza Heights Water Association
j. Sheet 1 Approval for Plans on Horse Heaven Vista Improvements
k. Interlocal Agreement w/City of Kennewick to Reconstruct Olympia Street
l. Interlocal Agreement w/City of Benton City for Bituminous Surface Treatment 2009
m. Authorization of Public Hearing for Proposed Vacation of Right of Way of Riek Road
n. Appointments to the Solid Waste Advisory Committee
o. Supplement 3 Approval to Surface Transportation Program Funds of Webber Canyon Road

Sheriff

p. Work Crew Agreement w/Columbia Irrigation District
q. Authorization to Purchase Kustom Raptor

The Board briefly recessed, reconvening at 9:05 a.m.

Continued Public Hearing – CPA 07-02

Mike Shuttleworth presented the resolution for approval of CPA 07-02.

MOTION: Commissioner Bowman moved approval of the amendment to the Benton County Comprehensive Plan, CPA 07-02. Commissioner Beaver seconded and upon vote, the motion carried with Chairman Benitz opposing.

Other Business

Meeting Cancellation

The regular board meeting of March 9, 2009 was cancelled.

The Board briefly recessed, reconvening at 9:15 a.m.

Ben Franklin Transit Discussion

Tim Frederickson, General Manager for Ben Franklin Transit, gave a presentation regarding the request for letters of support to receive federal funds. Mr. Frederickson said the facility was built in 1986 and Transit had since outgrown the facility. He provided information on the following: service aspects, operation, history of operating revenue, performance measures, capital development goals for 2009, operating costs, and a snapshot of the $7 million they were requesting to receive. Mr. Fredrickson stated the Transit vehicles were now 21 years old, showing wear and tear and not meet ADA standards. He said they were requesting $8.5 million for replacement of the vehicles.

MOTION: Commissioner Bowman moved to approve letters to the congressional delegation, as modified to include the amounts. Commissioner Beaver seconded and upon vote, the motion carried.

Temporary Out of Class Assignment – Discussion

Sharon Paradis requested that an employee with a temporary out of class assignment retain her original anniversary date of January 1. She said that once the assignment was over, the employee would go back to her original salary grade and step as if she had never taken the assignment.

Sarah Perry via/videoconference said there was ambiguity in the contract, and this employee was given this information due to that ambiguity. She said the other piece would be to make sure the employee was aware she would go back to her regular duties and regular pay. Ms. Paradis said the employee was fully aware of that stipulation.

Judge Cameron Mitchell spoke in favor of the request.

MOTION: Commissioner Bowman moved to approve the salary request statement for Kristin Overvold from a 15D to 15E. Commissioner Beaver seconded and upon vote, the motion carried.

Health District Board Finance Committee Appointment

Chairman Benitz said the Health District Board was putting together a finance subcommittee to work on issues and requested the Board appoint Linda Ivey as its representative, with himself as the alternate. The Board concurred.

Health District Building on Canal Avenue – Discussion

The Board discussed the Health District Building on Canal Avenue and the Health District's obligation to sell the building within one year and pay the County $500,000. The Board also discussed whether it might be advantageous to purchase the building for the debt owed and see if there were opportunities to use it for current facility needs.

The Board agreed to have Ryan Brown prepare a six-month extension to offer to the Health District. Additionally, it directed Mr. Sparks to move forward with an appraisal of the property and provide an analysis of possible uses and estimated costs to remodel the building.

Roza Area Safety Update

Norm Childress and Ross Dunfee updated the Board on the progress of the Roza Area safety upgrades. Mr. Childress said as part of the original plan, they had asked WSDOT to complete an

audit and make recommendations. However, due to funding constraints, WSDOT was not sure when they would be able to complete the audit.

Mr. Dunfee proposed the Road Department expand the plan by hiring a consultant to work with the residents to form a committee and develop a scope of work for capital improvements in the area.

Jim Willard, resident, said he appreciated the Board addressing the issue with a consultant.

In response to a question by Chairman Benitz, Mr. Dunfee estimated that phase 1 could be complete within three to six months at a cost of approximately $50,000 to $100,000.

The Board concurred to move forward with an RFQ for a consultant.

Executive Session – Claim for Damages

The Board went into executive session with Kathleen Galioto and Jonathan Young at 10:24 a.m. for approximately 15 minutes to discuss a claim for damages. Also present were David Sparks, Cami McKenzie, Ryan Brown, Steve Becken, Norm Childress, Ross Dunfee, Loretta Smith Kelty, and Melina Wenner. The Board came out of executive session at 10:26 a.m. No decisions were made.

The Board briefly recessed, reconvening at 10:30 a.m.

Badger Mountain Centennial Preserve Discussion

Adam Fyall said the "Friends of Badger Mountain" group was trying to acquire three additional parcels on the south side of Badger Mountain and the group wanted to know if the County would accept these parcels as donated properties if they were able to acquire the property. He said the Friends of Badger Mountain group was fully aware it was their responsibility to pay for all costs associated with acquiring the property.

DPA Ryan Brown advised the Board not to commit to anything until it knew what it was committing to. However, from a policy decision it was okay to move forward.

Commissioners Bowman and Beaver said they did not have a problem with moving forward with the concept. Chairman Benitz said he had reservations because there would always be costs associated back to the County.

Unscheduled Visitors

Gary Schaeffer discussed an issue he was having regarding ownership of a bridge that gave access to his property. He said the Fire Marshal denied building permits on the parcels due to safety issues for crossing the bridge.

Ray Morfel, Kennewick, said he had the same concerns. He owned a parcel, but without the bridge, could not have access to his property.

Jerry Winheim, Badger Road, said he hired the engineer to see what was needed to bring it up to standards and was looking to get the issue resolved so he could build on his property.

Gary Schaeffer said the Bureau of Reclamation indicated if he took ownership of the bridge, the permit would be revocable. However, if the County took possession, it would not.

Ken Williams, Benton County Fire Marshal, said the bridge was needed prior to development and the Fire Chiefs would not cross a private bridge without low-bearing signs. He stated the engineering report passed their requirements by about 16,000 pounds, but a sign would need to be posted on the bridge.

Chairman Benitz said the Board would review the matter and get back to the residents.

Claim for Damages

CC 09-03: Received on February 24, 2009 from Brian Jacobs for personal injury received during incarceration.

Resolutions

09-146	Contract w/Sierra Electric for Exterior Lighting
09-147	Lease Agreement w/Tri-Cities Woodcarvers Asso.
09-148	Approval of Payment to M Campbell & Co, Inc for Emergency Repair of Heat Pump
09-149	Lease Agreement w/12-Bar Productions LLC for Annual Blues Festival
09-150	Lease Agreement w/Ye Olde Car Club of the Tri-Cities
09-151	Amendment to Agreement 07/09-CMH-LCC w/Lourdes Counseling Center
09-152	Agreement #08/09-FBG-LCS w/Lutheran Community Services
09-153	Granting A Franchise to Roza Heights Water Association
09-154	Sheet 1 Approval for Plans on Horse Heaven Vista Improvements
09-155	Interlocal Agreement w/City of Kennewick to Reconstruct Olympia Street
09-156	Interlocal Agreement w/City of Benton City for Bituminous Surface Treatment 2009
09-157	Authorization of Public Hearing for Proposed Vacation of Right of Way of Riek Road
09-158	Appointments to the Solid Waste Advisory Committee
09-159	Supplement 3 Approval to Surface Transportation Program Funds of Webber Canyon Road
09-160	Work Crew Agreement w/Columbia Irrigation District
09-161	Authorization to Purchase Kustom Raptor
09-162	Amendment to the Benton County Comprehensive Plan, File CPA 07-02

There being no further business before the Board, the meeting adjourned at approximately 11:00 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Wednesday, March 4, 2009, 9:00 am.
Commissioners' Conference Room
Benton County Justice Center
Kennewick, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Community Development Coordinator; Public Works Director Ross Dunfee; Larry Moser and Norm Childress, Public Works; Deputy Administrator Loretta Smith Kelty; Personnel Manager Melina Wenner; and Finance Manager Linda Ivey.

Economic Development

Bruce Etzel, representing Benton REA and PEDA, presented a draft brochure created by TRIDEC and PEDA that detailed Benton County and what it had to offer. The Board thanked Mr. Etzel and said they would get back to him with comments or changes.

Commissioner Beaver discussed his view of economic development and said he believed the road program and economic development program should align with each other. He discussed the importance of the Board setting goals and objectives and receiving a list of priorities from the partners (i.e. cities and ports) so the Board could match up where to spend money. Additionally, he said it was important to have better communication and accountability between Public Works and Administration and suggested that through email or monthly reports.

Commissioner Bowman said the Board needed to identify whether economic development would be created through staff or a contractor because Adam Fyall's plate was already full. He said he was hopeful the Board could give direction to staff to come up with a plan on how to move the process forward.

Chairman Benitz suggested the Board review the current economic development plan for changes and create a separate fund for economic development, while identifying other funds that were available. He discussed creating interlocal agreements that worked towards the new economic development plan. Mr. Sparks discussed the current rural county fund and stated there were statutory mechanisms for use of that money.

The Board agreed it was important to create an economic development strategy for Benton County and directed Mr. Sparks to come up with some recommendations for the Board to review.

The Board briefly recessed, reconvening at 10:09 a.m.

Six-Year Road Program

The Board discussed the proposed Six-Year Road Program for 2010-2015 and made the following recommendations:

- Include another column for unidentified funding
- Remove the Pilt/Capital Facilities Fund column as a funding source
- Capital Facilities Plan and Road Program projects and funding should match
- Removal of the CRID (Sagebrush Road – Cottonwood Springs to Badger)
- Addition of Case Road and Knox Road to Rural Arterial Program
- Removal of projects that were complete or expected to complete in 2009

The Board requested Mr. Dunfee present a draft of the program before going to public hearing.

The Board agreed to wait approximately 30-60 days before having another workshop meeting. Commissioner Beaver also requested a written summary on the progress of the items completed.

The Board meeting adjourned at approximately 11:00 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN ELECTION RESERVE FUND NUMBER 0111101,

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Election Reserve

Dept Nbr:

Fund Name: Election Reserve

Fund Nbr: 0111101

TRANSFER FROM: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.700	1586	Election Administrator	$34,969
511.800	1586	Election Administrator	$34,969
TOTAL			$69,938

TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.700	1730	Election Supervisor	$34,969
511.800	1730	Election Supervisor	$34,969
TOTAL			$69,938

Explanation:

The Election Administrator position (Grade 17) was left vacant when Susie Christopher retired. Due to a lack of qualified applicants, the Auditor has chosen not to fill the Election Administrator position at this time, but rather the previously existing Election Supervisor position (Grade 15). It is necessary to transfer the funds from the previously budgeted Election Administrator position.

Prepared by: Brenda Chilton

Date: March 4, 2009

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN CUSTOMER SERVICE AGREEMENT,

WHEREAS, the Benton County Auditor is anticipating purchasing a new Election Management/Voter Registration System and requested appropriations which have been approved in the 2009 Election Reserve Budget; and

WHEREAS, Benton County Auditor and the State of Washington, Office of the Secretary of State (OSOS), wish to enter into a Customer Service Agreement for the purpose that the OSOS providing a First-Tier Elections Management System Services (EMS) Convenience Contract and the County receiving purchased services through this Contract by executing a Work Order (Second-Tier Contract, all as more specifically outlined in the Customer Service Agreement;

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the CUSTOMER SERVICE AGREEMENT between THE OFFICE OF THE SECRETARY OF STATE and BENTON COUNTY AUDITOR'S OFFICE.

Dated this _____day of March, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

COPY

Cc: B. Gagner, Auditor; File; R. Ozuna; B. Chilton

Chilton

CUSTOMER SERVICE AGREEMENT
Between
THE OFFICE OF THE SECRETARY OF STATE
And
BENTON COUNTY AUDITOR'S OFFICE

Pursuant to Chapter 39.34 RCW and other provisions of law, the Office of the Secretary of State (OSOS) and Benton County Auditor's Office (County) enter into this Customer Services Agreement (Agreement), for the purpose that OSOS provide a First-Tier Elections Management System Services (EMS) Convenience Contract and the County receives purchased services through this Contract by executing a Work Order (Second-Tier Contract).

1. DEFINITIONS

The following definition of terms used throughout this Agreement shall have the meanings set forth below:

"Contractor" shall mean a firm, provider, organization, individual, its employees, and agents performing business activities under this Convenience Contract.

"Convenience Contract" shall mean an optional-use contract, established and administered by OSOS. This Contract will be used by the state of Washington counties to purchase services from participating Contractors who are certified within the State for these services and have signed a First-Tier contract. Second-Tier contracts (Work Orders) are competitively acquired from participating Contractors in response to county solicitations for services. A Convenience Contract refers to the First-Tier and Second-Tier contracts and any schedules and exhibits thereof.

"Election Management System" shall mean the computer system of software and hardware that Washington counties use to manage elections conducted in that county as well as manage the county's local registration list of voters eligible to vote in that county.

"Purchased Services" shall mean services and activities provided by Contractor to County to accomplish routine, continuing, and necessary functions set forth in the Work Request and Work Order. Purchased Services shall include, but not limited to, those services specified in Purchased Service RCW 43.105.020.

"Work Order" shall mean a mutually executed Second-Tier Contract used by County to hire an EMS Contractor, pursuant to the Convenience Contract, to perform installation and maintenance of the EMS.

"Work Request" shall mean a Second-Tier solicitation form provided by the County and published by OSOS to pool Contractors, pursuant to the Convenience Contract, to request proposals for the County.

2. The OSOS has contracted for the purchase of an EMS from Contractors according to the laws and regulations governing purchases by and on behalf of the County.

COPY

3. EMS Contractors are State certified as meeting requirements to install and maintain a Voter Registration System.

4. The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary license and/or certification to perform the services set forth in the Convenience Contract.

5. The OSOS, on behalf of the County, shall submit a Work Request to Contractors for a solicitation to provide EMS services.

6. The County is authorized to purchase EMS services under the terms and condition of the Convenience Contract. The County will issue a Work Order to the Contractor for purchases, installation, and maintenance of the EMS.

7. In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work.

8. The County accepts full responsibility for payment of the purchased services under the Contract.

9. The County agrees that all purchased services from the Contractor are made only for the direct used of the County and not on behalf of another jurisdiction.

10. Pursuant to RCW 39.34.040, the County shall be responsible for filing a copy of this Agreement with its county auditor's office or listed by subject on the County's website.

11. This Agreement may be amended by mutual written consent of the parties. Terms and conditions specified in an amendment will have precedence over the terms and conditions specified in this Agreement.

12. All Notices and communications required by this Agreement shall be in writing and sent to the following:

OSOS Convenience Contract Administrator		**County Contact**	
Name:	David Motz	Name:	Bobbie Gagner
Address:	PO Box 40229	Address:	P.O. Box 470
City, State	Olympia, WA	City, State:	Prosser, WA
Zip:	98504-0229	Zip:	99350
Phone:	360.725.5786	Phone:	509.786.5620
Fax:	360.664.4619	Fax:	
Email:	dmotz@secstate.wa.gov	Email:	

13. By the signatures below, the parties are authorized to enter into this Agreement. This Agreement constitutes the entire agreement between the OSOS and County and supersedes all other communication, written or oral, relating to the subject matter of this Agreement.

BENTON COUNTY AUDITOR'S OFFICE

OFFICE OF THE SECRETARY OF STATE

Bobbie Gagner 3-11-09

Bobbie Gagner
Benton County Auditor

Date

Dan Speigle
Deputy Secretary of State

Date

Board of County Commissioners

Max E. Benitz, Jr., Chairman Date

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT FOR DOCUMENT PREPARATION AND IMAGING SERVICES and the STATEMENT OF WORK NO. 1 FOR INTERLOCAL AGREEMENT 803U-1071,

WHEREAS, the Benton County Auditor and the State of Washington, Office of the Secretary of State, Archives & Records Management Division, have an ongoing agreement whereby the Archives & Records Management Division provides archival services as needed by the County Auditor, as outlined in the Interlocal Agreement; and

WHEREAS, the prior agreement expired on December 31, 2008 and a new agreement and statement of work need to be executed,

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the INTERLOCAL AGREEMENT FOR DOCUMENT PREPARATION AND IMAGING SERVICES and STATEMENT OF WORK NO. 1 FOR INTERLOCAL AGREEMENT 803U-1071.

Dated this _____day of March, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

COPY

Cc: B. Gagner, Auditor; File; R. Ozuna; B. Chilton

Chilton

INTERLOCAL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY AUDITOR (hereinafter "CUSTOMER") and the STATE of WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES").

This Interlocal Agreement establishes the understanding for providing document preparation, scanning, and microfilming services. Specific work to be performed shall be described in a separately approved Statement of Work (hereinafter "SOW"). Any additional SOWs shall be approved in writing.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to the CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be prepared and scanned or microfilmed. The SOW shall thereby be made an integral part of this Agreement. Within ninety (90) days after delivery to the CUSTOMER of the finished product, pursuant to the SOW, ARCHIVES shall return the documents to the CUSTOMER. Upon a written request from the CUSTOMER ARCHIVES will transfer the documents to an ARCHIVES regional branch facility.
2. ARCHIVES shall meet or exceed the quality control, processing, document preparation, and imaging specifications and standards for the creation of archival public record documents established by Washington State law. It is the responsibility of the CUSTOMER to verify the quality and accuracy of the service performed and to notify ARCHIVES of any discrepancies within thirty (30) calendar days after receiving the finished work product for each Statement of Work. Promptly after receiving such notice of any discrepancies from the CUSTOMER, ARCHIVES will replace deficient work product with product that meets specifications and standards at no charge to the CUSTOMER. Any defects or errors communicated by the CUSTOMER to ARCHIVES after thirty (30) calendar days from the invoice date will incur additional costs.
3. Although each Statement of Work will include an estimated completion date as agreed upon by the parties, **ARCHIVES shall not be liable for delays in providing services to the CUSTOMER under this Agreement.**
4. Nothing in this Agreement shall constitute a guarantee by the CUSTOMER to provide a minimum amount of work or a promise to supply work to ARCHIVES.
5. All records must be delivered in boxes capable of holding their contents with the lid closed. This includes rolled or flat drawings. Boxes that are damaged, without lids, or weighing over 40lbs **will not be accepted**. Boxes may be weighed before transporting. ARCHIVES have archival quality boxes with attached lids for purchase. Imaging Services have staff available to box CUSTOMER documents on site for an hourly fee equal to the current ARCHIVES miscellaneous labor rate.

COPY

6. Washington State Microfilming Standards require certain information to be present on all microfilm. ARCHIVES will add pages to ensure compliance with the standards. CUSTOMER will be charged at a per page rate and project preparation rate.
7. CUSTOMER instructions that result in a suspension of work in progress will be charged the current ARCHIVES miscellaneous labor rate per each hour of downtime for shut down and restart. Once the project work begins, all questions submitted to the CUSTOMER must be answered expeditiously and no later than one (1) business day to avoid work stoppage.

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. CUSTOMER agrees to comply with the RCW 39.34.040, if required. This Agreement shall remain in effect until December 31, 2009.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two-year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work, which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER, and the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement.
2. ARCHIVES will send an itemized bill to the CUSTOMER each month that includes work done in the prior month's imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment so the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed $50,000.00.** This amount can be increased by amendment to this Agreement.

IV. NOTICE

1. Any notice to be given under this Agreement shall be in writing and may be sent either by registered or certified mail, facsimile transmission, email, or personal delivery.
2. Any notice from ARCHIVES sent to the CUSTOMER shall be sent or delivered to:

   Brenda Chilton
   Benton County Auditor
   PO Box 470
   Prosser, WA 99350
   Telephone Number: (509) 786-5620
   Fax Number: (509) 786-5528
   Email Address: brenda.chilton@co.benton.wa.us

3. Any notice from the CUSTOMER sent to ARCHIVES shall be sent or delivered to:

   Boyd Barber
   Imaging & Preservation Services Manager
   Office of the Secretary of State
   Washington State Archives
   6340 Capitol Blvd.
   P.O. Box 40240
   Tumwater, WA 98504
   Telephone: (360) 586-9608
   Fax Number: (360) 586-9602
   Email Address: bbarber@secstate.wa.gov

4. Notice shall become effective upon delivery in person, three business days after posting by prepaid registered or certified mail, receipt by the sender of a successful facsimile transmission report, or receipt by the sender of an email read receipt, whichever occurs first.

V. RECORDS

The parties to this Agreement shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any these materials during this period.

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.
2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.

3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 6340 Capitol Boulevard, Tumwater, WA 98501.

4 Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.

   A. The request for a dispute hearing must:
      - be in writing;
      - state the disputed issues(s);
      - state the relative positions of the parties;
      - state the party's name, address, and contract number; and
      - be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
      - The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.

   B. The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.

   C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

      Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outline above.

5. This Agreement shall be construed and interpreted in accordance with the law of the State of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.

6. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this agreement.

7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.

8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

VII. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement, together with all of its attachments and subsequent Statement of Work constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

BENTON COUNTY AUDITOR

Bobbie Gagnier 3-11-09

Signature Date

Co. Auditor

Title

OFFICE OF THE SECRETARY OF STATE

State Archives Date

CHAIR, BOARD OF BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr. Date

Approved to Form.
Office of the Attorney General

STATEMENT OF WORK NO. 1
FOR INTERLOCAL AGREEMENT 803U-1071

This Statement of Work is made and entered into by and between the BENTON COUNTY AUDITOR (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Interlocal Agreement No. 803U-1071.

CUSTOMER: **Benton County Auditor**
620 Market Street
P.O. Box 470
Prosser, WA 99350

	Customer	Archives
Contact:	**Brenda Chilton**	**Boyd Barber**
Title:	**Chief Deputy Auditor**	**Imaging Services Manager**
Telephone No.:	**509-786-5620**	**360-586-9608**
Email:	**brenda_chilton@co.benton.wa.us**	**bbarber@secstate.wa.gov**
		David Tuckett
		Customer Service Manager
		360-586-2487
		dtuckett@secstate.wa.gov

I. *SPECIFIC SERVICE*

ARCHIVES shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit A** and fully incorporated herein by reference.

II. *PRICES*

FEE SCHEDULE		
Service	**Unit**	**Unit Price**
16mm Microfilm – Single or Multi-page TIFF Images to Microfilm – Basic Service	Per Image	0.0175
All shipping will be charged cost + 30%		
IMAGING ESTIMATE		
Service	**# of Units**	**Total Unit Cost**
16mm Microfilm – Single or Multi-page TIFF Images to Microfilm – Basic Service		
*Benton County sends images monthly for all daily recorded documents. The number of pages is unknown until the compact disk is received each month. This agreement is for the current calendar year.		
All shipping will be charged cost + 30%		
IMAGING ESTIMATE		
Subtotal		
Sales tax:		

TOTAL AMOUNT NOT TO EXCEED		50,000.00

III. *CONTRACT PERIOD FOR STATEMENT OF WORK*

The date of execution, which is the date of the last signature, through December 31, 2009.

IV. *SERVICE DELIVERY*

The above amount is an estimate for the project described in Paragraph I, *Specific Service*. If the project received is different than described in the Specific Service or is more complex than originally estimated, ARCHIVES will contact the CUSTOMER with a new cost estimate before starting work. After ARCHIVES has notified the CUSTOMER, the CUSTOMER has fifteen (15) calendar days from the date of notification of accepting the new cost estimate, whereby an amendment to this Agreement will be prepared, or discontinue the project under this Agreement.

V. *GENERAL TERMS AND CONDITIONS*

Should an unforeseen event cause a need for ARCHIVES to exceed the time described in SPECIFIC SERVICE, either by mutual consent a new date of completion will be established by amendment of this Agreement, or the Agreement will be terminated by mutual agreement.

VI. *AFFIRMATION OF AGREEMENT*

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Interlocal Agreement No. 803U-1071 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. This Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

Benton County Auditor

Bobbie Gagner 3-11-09

Signature Date

Co. Auditor

Title

Office of the Secretary of State

State Archives Date

Chair, Board of Benton County Commissioners

Max E. Benitz, Jr., Chairman Date

Exhibit

Exhibit A

The ARCHIVES shall:

Project Management

- Contact the first or secondary CUSTOMER contacts with any questions regarding the project.
- Provide timelines, quantities, project complexity, and cost estimates based on our original project review. Estimates may be revised based on the condition of the records at the time they arrive in our production facility. ARCHIVES staff will review the project prior to beginning work and notify the customer of any cost adjustments required for document preparation which exceed the original estimate.

Archive Writer

Basic

- Perform digital image to microfilm conversion for previously scanned paper documents sized up to 11" by 17".
- Conversion services are priced at Grade Basic.
- Documents will appear on microfilm in the order presented to ARCHIVES – Imaging Services.
- Create silver-halide microfilm rolls for each record series.
- Submit microfilm and transmittal documents to the ARCHIVES Security Microfilm section for preservation in the film vault.

The CUSTOMER shall:

- Clearly label compact disks and containers as to their contents.
  - Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Documents shall be provided to ARCHIVES in standard records boxes. Care should be taken to ensure that no portions of the records are exposed to the elements during transportation.
- Provide first and secondary contacts for any questions during the project:
  - First contact:
    Name: Brenda Chilton Phone: 509-786-5620 email: brenda.chilton@co.benton.wa.us
  - Secondary contact:
    Name: Patti McKelvy Phone: 509-736-2727 email: patti.mckelvy@co.benton.wa.us
- Ensure project is ready for processing prior to sending to ARCHIVES.

Archive Writer

Basic

- Send single or multi-page image files to be converted to microfilm to ARCHIVES on compact disks.
  - Washington State Archives
    Imaging & Preservation Services
    6340 Capitol Blvd.
    PO Box 40240
    Tumwater, WA 98504
- Clearly label compact disks and containers as to their contents.
- Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Name image files sequentially in the order they are to appear on the film.

- Ensure previously scanned paper documents are no larger than 11" by 17".
- Separate image files into subdirectories named by record series.
- Prepare and send Archives transmittal document for subsequent microfilm at the time the compact disks are sent with the following information:
    - Agency
    - County
    - Date Range
    - Disposition Authority Number

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 16, 2009

Dr. Larry Jecha
7102 W Okanogan Pl
Kennewick, WA 99336

Re: Benton-Franklin Health District Lease Payment

Dear Dr. Jecha,

The Benton County Commissioners office is in receipt of the lease payment for the month of February, which was received on February 23, 2009. It has been brought to our attention that the lease payments have gradually been coming in later each month past the due date.

We would like to take this opportunity to encourage you to make the lease payments in advance on or before the first day of each month to avoid any late penalties. Below we have outlined the terms within the lease agreement.

6. **Monthly Rent.** Commencing February 1, 2007, the District agrees to pay the County Four Thousand Five Hundred Dollars ($4,500.00) per month until the commencement of the Term of occupancy under this Lease. During the Term of occupancy, the District agrees to pay the County Twenty Two Thousand One Hundred Eighty Three Dollars and Thirty-Three Cents ($22,183.33) per month. All such payments shall be made to the following address: Attention: Chairman of the Board of Benton County Commissioners, PO Box 190, Prosser, WA 99350. The District shall make such payments, without deduction or offset, in advance on or before the first day of each month, except that the monthly rent for the first month of any portion thereof of occupancy shall be paid on or before the date the Term commences. The monthly rent payable under this Section shall remain as stated above during this Lease.

8. **Late Charges**. The District acknowledges that late payment by the District to the County of sums due hereunder will cause the County to incur cost not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Those costs, include, but are not limited to, interest and penalty payments under the terms of the bonds sold to finance the construction of the new building, processing expenses, accounting expenses, and late charges which may be imposed on the County by third parties. Therefore, in the event the District fails

P.O. Box 190, Prosser, WA 99350-0190; Phone (509) 786-5600 or (509) 736-3080, Fax (509) 786-5625
commissioners@co.benton.wa.us

to pay any amount due hereunder within five (5) days after that amounted due, the District shall pay the County, as Additional Rent, a $200 late charge. Waiver of the late charge with respect to any installment of sum will not be deemed to constitute a waiver with respect to any subsequent late charge, which may accrue.

In the event any amount so due is delinquent for a period in excess of five (5) days, the District shall pay the County an additional late charge, computed at the rate of the lesser of 1.5% per month or the maximum rate permissible by law, upon the total amount so overdue and for each day following its due date that the payment is delinquent. The District shall pay the county a standard charge for each returned check based upon the amount banks are then charging.

On behalf of the Board of Benton County Commissioners we are requesting immediate payment due for March in the amount of $22,183.33 in accordance with the provisions of Section 6 of the lease agreement. Regretfully, if the lease payments continue to be delinquent, the County will have no choice but to start charging the late fees as outline in Section 8 of the lease agreement.

We appreciate your immediate attention to this matter.

Sincerely,

BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr., Chairman
Benton County Commissioner

P.O. Box 190, Prosser, WA 99350-0190; Phone (509) 786-5600 or (509) 736-3080, Fax (509) 786-5625
commissioners@co.benton.wa.us

RESOLUTION

e

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND BENTON-FRANKLIN HEALTH DISTRICT

WHEREAS, the Benton-Franklin Health District and Benton County previously entered into a lease of a portion of a building owned by Benton County; and

WHEREAS, that lease was previously amended to allow the occupancy of such building by the Health District earlier than was contemplated; and

WHEREAS, under the terms of the lease, the Health District is obligated to pay Benton County a lump sum of $500,000 within 12 months of occupancy of the building as additional rent; and

WHEREAS, it was contemplated that the Health District may sell its Kennewick office building that it previously occupied to raise some or all of the funds necessary to make the lump sum rental payment; and

WHEREAS, the Health District has not yet sold its Kennewick building and Benton County is considering the purchase of said building to use for other purposes;

WHEREAS, the parties need additional time to perform due diligence and thoroughly consider the possible purchase of the Health District's Kennewick building; and

WHEREAS, the parties agree that it is in each of their best interests to extend the deadline for the Health District to make its lump sum rental payment until the parties have had time to fully consider the possible purchase of the District's Kennewick office building by Benton County, and the attached Second Amendment to Lease Agreement serves that purpose; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners authorizes the Chairman of the Board to execute the Second Amendment to Lease Agreement that is attached hereto on behalf of the County.

Dated this . . . . . day of . . . . . , 2008

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest: . . . . . .
Clerk of the Board

Original:
c:

SECOND AMENDMENT TO LEASE AGREEMENT

Benton County, a political subdivision of the State of Washington with its principal offices at 620 Market St., Prosser, WA 99350 (hereinafter "County"), and the Benton Franklin Health District, a bi county health district organized under RCW 70.46.020, with offices at 412 W. Clark St, Pasco, WA 99301 and 7102 W. Okanogan Place, Kennewick, WA 99336 (hereinafter "District"), entered into a lease agreement dated January 23, 2007, and a First Amendment to Lease Agreement effective February 20, 2008, for a building to be constructed and owned by the County (collectively, "the Lease Agreement"). The parties to the Lease Agreement now desire to enter into this Second Amendment to the Lease Agreement, effective upon execution by both parties.

A. The County and the District hereby agree to replace Section 7(a) of the Lease Agreement with the following:

7. Additional Rent.

a. Lump Sum. The District shall pay the County the sum of Five Hundred Thousand Dollars ($500,000) by March 1, 2010 as additional rent. Pursuant to the terms of its March 7, 1990, Lease Option Agreement with the County, on or before March 1, 2007, the District shall exercise its option to purchase the property leased thereunder. At the District's discretion, the payment required hereunder may come from the District's sale of the property that is subject of the March 7, 1990, Lease Option Agreement or from other District revenue sources. The payment required hereunder is in no way contingent upon the sale of said property by the District.

B. The County and the District hereby agree that all other provisions of the Lease Agreement shall remain in effect.

BENTON COUNTY	BENTON FRANKLIN HEALTH DISTRICT
_____	
Max Benitz, Jr., Chairman Benton Co. Commission	Robert Koch, Chairman Pro Tem Health Dist. Board
_____	
Date	Date

APPROVED AS TO FORM:

_____

Dep. Pros. Atty.

APPROVED AS TO FORM:

Health Dist. Counsel

Max ✓
Leo ✓
Jim ✓
David ✓
Loretta ✓
Other Full

RECEIVED
FEB 20 2009
BENTON COUNTY
COMMISSIONERS

STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

February 17, 2009

Commissioner Max Benitz
Benton County Commissioners
Post Office Box 190
Prosser, Washington 99350

RE: Action Requested by March 16, 2009

Dear Commissioner Benitz:

Every two years, the Department of Community, Trade and Economic Development (CTED) begins the process of contracting with Associate Development Organizations (ADOs) by sending a letter to the Board of County Commissioners or County Executive in each county requesting designation of an ADO.

CTED is directed by RCW 43.330.080 to contract with county-designated ADOs to increase the support for and coordination of community and economic development services in communities or regional areas.

To complete the contracting process by July 1, 2009, please complete the enclosed ADO Affirmation/Designation Form and return to CTED by March 16, 2009. The form will need to be completed for the 2009-2011 biennium. Your county can choose to re-designate the current ADO or make a new designation.

Thank you for your consideration in helping to move the contracting process forward in a quick manner. I look forward to working with our ADO partners during the next biennium.

Sincerely,

April Perry

April Perry
Targeted Programs Manager
International Trade and Economic Development Division

Enclosure

C: Tri-City Development Council (TRIDEC)

STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

ASSOCIATE DEVELOPMENT ORGANIZATION AFFIRMATION/DESIGNATION FORM

Benton County (Name of County) affirms/designates the TRIDEC (Tri-Cities Development Council (Name of ADO) as the Associate Development Organization to coordinate economic development services for the county under contract with the Washington State Department of Community, Trade and Economic Development. Consistent with statutory requirements:

- This organization's primary mission is to coordinate economic development throughout a service area that encompasses jurisdictions within the geographic boundaries of the county.
- The decision making of the organization is not controlled by a single unit of government within the service area.
- This organization is broadly representative of community and economic interests and is capable of identifying key economic development problems, developing appropriate solutions, and mobilizing broad support for recommended initiatives.
- This organization works with, and includes (on its board or among its members) representatives of key players involved in economic development within the geographic boundaries of the county, including local governments, chambers of commerce, workforce development councils, port districts, labor groups, institutions of higher education, community action programs, and other appropriate private, public, or nonprofit groups.
- For economic interests in the county, this organization serves as a networking tool and resource hub for business retention, expansion, and relocation in Washington.
- This organization has/will have the capacity during the period under contract with CTED to carryout work activities as detailed in Second Substitute Senate Bill 5092.

This designation is effective on the date signed below, and shall remain in effect for the 2009-2011 biennium.

Signature	Benton County Commissioner, Chairman Title
Print Name	3-16-09 Date

PLEASE SUBMIT TO:

Barb Yake, Program Manager
International Trade and Economic Development Division
Washington State Department of Community, Trade and Economic Development
Post Office Box 42525
Olympia, WA 98504-2525

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CAPITAL PROJECTS FUND NUMBER 0305-101

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____2009

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File

IVEY

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Capital Projects

Dept Nbr: 000

Fund Name: Capital Projects

Fund Nbr: 0305-101

TRANSFER FROM: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.110	6412	Capital Outlay Buildings	$13,000
TOTAL			$13,000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.110	9402	Computer Purchases- software	$13,000
TOTAL			$13,000

Explanation:

Transfer to appropriate funds from Capital Outlay Buildings to Computer Purchases- software for the Capital (Central Services) portion of the Blackberry Services.

Prepared by: Linda Ivey

Date: 02-Mar-2009

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM: Discussion MEETING DATE: B/C 03-16-09 F/C 03-09-09 SUBJECT: Termination of Amy P. Campbell's Functional Family Therapy Contract as of March 16, 2009. Prepared By: Kathryn M. Phillips Reviewed By: Sharon Paradis	TYPE OF ACTION NEEDED Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center has contracted with Amy Campbell since 2006 to provide Functional Family Therapy (FFT). With the recent vacating of the Counselor III CASA/GAL Coordinator position, it was necessary to recruit an experienced and qualified candidate to fill that position. After a competitive recruitment and interview process, Ms. Campbell was selected to fill the Counselor II position.

SUMMARY

Ms. Campbell would prefer to terminate her contract and accept the full-time Counselor III - CASA/GAL Coordinator position with the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the contract amendment to terminate Ms. Campbell's FFT services as of March 16, 2009.

FISCAL IMPACT

There is no fiscal impact to either county.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the contract amendment between the Benton-Franklin Counties Juvenile Justice Center and Amy P. Campbell.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND AMY P. CAMPBELL, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract Amendment between Amy P. Campbell, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2007 and terminating on March 16, 2009, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract Amendment.

DATED this 16th day of March 2009
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 9th day of March 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-Campbell, 1-BFJJC

JUDGES
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce A. Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336, and Amy Campbell, LLC with its principal offices located at 1030 North Center Parkway, STE 320, Kennewick, Washington, 99336 ("Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract numbered as Benton County Resolution No. 07-468 and executed on July 2, 2007, and Franklin County Resolution No. 2007 311 and executed on July 27, 2007 ("Contract"), the parties agree to amend Section 1 of the Contract ("Duration of Contract") to read as follows:

> The term of this Contract shall be from July 1, 2007, through March 16, 2009. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written amendments thereto remain in full force and effect.

This Contract Amendment shall be effective upon execution by the parties.

Contractor

Amy Campbell 3/4/09
Amy Campbell, LLC **Date**

Benton Franklin Counties Juvenile Justice Center

Sharon Paradis 3/4/2009
Sharon A. Paradis **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

3/4/09
Sarah Villanueva, Deputy Prosecuting Attorney Date

By: _____
Name: Max E. Benitz, Jr.
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Benton County
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Rick Miller
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING PAYMENT TO WESTERN STATES EQUIPMENT FOR EMERGENCY WORK TO REPAIR THE MAIN GENERATOR AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, on December 16, 2008, the main generator failed at the Benton-Franklin Counties Juvenile Justice Center declaring the matter an emergency; and

WHEREAS, Benton-Franklin Counties Juvenile Justice Center Maintenance Supervisor was unable to repair the generator, necessitating the Benton-Franklin Counties Juvenile Justice Center immediately hire a local repair company to perform diagnostic testing and necessary repairs of the main generator; and

WHEREAS, Western States Equipment was contacted via telephone to determine availability for emergency service; and

WHEREAS, Western States Equipment was immediately responsive and available to perform the emergency generator repairs on short notice; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED that the Board of Benton County Commissioners hereby approves payment to Western States Equipment in the amount of $6,605.21 inclusive of Washington State Sales Tax.

Dated this 16th day of March 2009

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:_____
Clerk of the Board

cc: Auditor, Juvenile

AGENDA ITEM: Consent MEETING DATE: B/C 03-09-09 F/C 03-16-09 SUBJECT: Contract with the City of Benton City for Graffiti Abatement Program Prepared By: Kathryn M. Phillips Reviewed By: Sharon Paradis	TYPE OF ACTION NEEDED Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center (BFJJC) has been providing the Graffiti Abatement Program (GAP) to the City of Benton City for a number of years. The purpose of GAP is the removal of graffiti caused by vandalism with juveniles sentenced to work crew.

SUMMARY

The City of Benton City feels it is in the best interest to continue the GAP through the Benton-Franklin Counties Juvenile Justice Center for the period of January 1, 2009 through December 31, 2009.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Fee for Services Contract between the City of Benton City and Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The fee for service rate is a maximum of $1,475.00 for the contract period.

MOTION

I move that the Benton County Board of Commissioners and the Franklin County Board of Commissioners approve and sign the Fee for Services Contract between the City of Benton City and Benton-Franklin Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE CITY OF BENTON CITY, TO PROVIDE THE GRAFFITI ABATEMENT PROGRAM (GAP), and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Benton-Franklin Counties Juvenile Justice Center that the proposed Fee for Services Contract between the Juvenile Court and City of Benton City be approved as presented for a term commencing January 1, 2009, and terminating on December 31, 2009, NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Fee For Services Contract.

DATED this 9th day of March 2009
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 16th day of March 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-City of Benton City, 1-BFJJC

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES

JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

FEE FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT PROGRAM TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Benton City, with its principal offices at 708 Ninth ST, PO Box 70, Benton City, WA, 99320-0070 (hereinafter "City").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2009, and shall expire on December 31, 2009.

2. SERVICES PROVIDED

The Counties agree to provide the following services to the City:

A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner, keeping in mind that his/her actions reflect on both the Counties and City.

B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed, and complete its work in a timely manner.

C. To the extent possible, in providing services under this Contract, the Counties will use donated materials. If those materials are not satisfactory to the City, the Counties agree to purchase materials, to the extent there are funds available to do so from the monies it receives from the City under the terms of this Contract.

D. The Counties will ensure that GAP has a sufficient juvenile work force to accomplish the mission of GAP.

E. The Counties shall provide transportation for the GAP work crew.

F. The Counties shall confer with the City from time to time during the progress of the work. The Counties shall prepare work statistics and present status reports and other information that may be pertinent and necessary, or as may be requested by the City.

3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For City:

Lloyd Carnahan, Mayor
City of Benton City
PO Box 70
Benton City WA 99320-0070

B. For Counties:

Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336

4. COMPENSATION

For the services performed hereunder, the City agrees to pay the Counties as follows:

A. The City agrees to pay the Counties Three Hundred Sixty-Eight and 75/100 Dollars ($368.75) per quarter for services provided under this Contract. The first quarterly payment (1/01/09 – 3/31/09) of $368.75 shall be paid on or before March 31, 2009. The second quarterly payment (4/01/09 – 6/30/09) of $368.75 shall be paid on or before June 30, 2009. The third quarterly payment (7/01/09 – 9/30/09) of $368.75 shall be paid on or before September 30, 2009. The fourth quarterly payment (10/01/09 – 12/31/09) of $368.75 shall be paid on or before December 31, 2009.

B. The maximum total amount payable by the City to the Counties under this Contract shall not exceed One Thousand Four Hundred Seventy-Five dollars ($1,475.00).

C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

D. The Counties will submit invoices to the City on a quarterly basis during the progress of the work. Invoices shall cover the time Counties performed work for the City during the billing period. The City shall pay the Counties for services rendered and will remit payment within thirty (30) days from the date of receipt.

5. AMENDMENTS AND CHANGES IN WORK

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by authorized representatives of both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioners and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

The City shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the City's acts, errors or omissions in the performance of this Contract. PROVIDED, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

The County shall hold harmless, indemnify and defend the City, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the County's acts, errors or omissions in the performance of this Contract. PROVIDED, that the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, officials, employees or agents.

7. TERMINATION

A. Either party may terminate this Contract in its sole discretion upon giving forty-five (45) days written notice by certified mail to the other party.

B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.

C. In the event this Contract is terminated by either party prior to December 31, 2009, the City shall pay the Counties on a pro-rated basis for services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the City.

B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

10. COMPLIANCE WITH LAWS

Both parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

11. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

12. DISPUTES

Differences between the City and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to the City's right to seek judicial relief.

13. CHOICE OF LAW, JURISDICTION AND VENUE

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

14. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the City each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

16. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

17. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

City of Benton City

2/3/09

Lloyd Carnahan, Mayor **Date**

Approved as to Form:

2/3/09

Lee Kerr, City Attorney Date

Benton Franklin Counties Juvenile Justice Center

1/23/09

Sharon A. Paradis **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

2/26/09

Sarah Perry, Deputy Prosecuting Attorney Date

By: _____
Name: Max E. Benitz, Jr.
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Rick Miller
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: 3/16/09 Subject: WCRP Designation Prepared by: M. Wenner	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

K

BACKGROUND INFORMATION

Please see the attached e-mail fro Vyrle Hill, Director of the Washington Counties Risk Pool. In response to the Risk Pool's request, the attached resolution was prepared.

RECOMMENDATION

Approve the attached resolution.

From: "Vyrle Hill" <Vyrle@wcrp.wa.gov>
To: <Andrew_Woods@co.columbia.wa.us>, <alampe@co.okanogan.wa.us>, "Angie Hom...
CC: <cami_mckenzie@co.benton.wa.us>, <janet.merz@co.chelan.wa.us>, <tholden@...
Date: 2/23/2009 4:38 PM
Subject: WCRP-related APPOINTEES/DESIGNEES
Attachments: County Designations Resolution.doc; Staff County Contacts 2009 Official De signations Only.pdf

WCRP Directors and/or Member Counties' Board/Council Clerks;

Review of the Pool's files for documentation of Pool-required appointments/designations by its member counties reveals several voids. There are some that are rather dated, and there are some that are missing - either they were not made, or there's no official documentation from the county. And there are even some that were made by someone lacking the authority to make the designations/appointments and/or communicated less than formally. And since the state risk manager now requires operating risk pools to maintain such documentation, each member county is being asked to "formally" renew its Pool-required appointments/designations.

NOTE: Member county board/council clerks are included in this e-mailing to alert them that the formalization of the WCRP appointments/designations are needed and to seek their assistance in seeing that this matter is addressed timely by their respective counties.

The interlocal (foundation/membership) agreement and the Pool's bylaws require that each member county's legislative authority appoint one Director and at least one Alternate Director from the county's officers or employees for the Pool's Board of Directors. The interlocal agreement also requires each county's Board of County Commissioners to appoint an employee as the "County Risk Manager" and to maintain an active safety officer ("County Safety Officer"); however, "Board of County Commissioners" is defined as "the governmental authority empowered to act under the provisions of Chapter 36.32 or a charter adopted by any county of the State of Washington." As such, the appointment/designation of the County Risk Manager, County Safety Officer and the County Claims Administrator (required by the Pool's Claims Handling Policies and Procedures) would be executive appointments made by the county executive/administrator in those member counties operating under an adopted charter.

A draft/sample resolution is attached to assist and provide some guidance with this effort. Also attached is a copy of the related contact information we presently have on file, but remember, some are without formal authority or written documentation.

And to assure this is not overlooked again, we will be asking each member county to renew this effort annually or maybe biennially hereafter. The official written responses need to be directed to my attention at the address noted below and returned by March 20, 2009.

Thanking you in advance,

Vyrle Hill

Executive Director

Washington Counties Risk Pool

2558 RW Johnson Rd S.W., Suite 106

Tumwater, WA 98512-6103

Phone: 360/292-4495

Fax: 360/292-4501

Cell: 360/480-2116

E-mail: vyrle@wcrp.wa.gov <mailto:vyrle@wcrp.wa.gov>

IMPORTANT NOTE: This communication, including any attachment, contains information that may be confidential or privileged, and is intended solely for the entity or individual to whom it is addressed. Any disclosure, copying or distribution of this message is strictly prohibited. If you are not the intended recipient, you should delete this message. Nothing in this email, including any attachment, is intended to be a legally binding signature.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTINUING RELATIONSHIPS WITH THE WASHINGTON COUNTIES RISK POOL AND THE RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY.

WHEREAS, several Washington counties agreed to the creation of the Washington Counties Risk Pool ("Pool"), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, the Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county; that is:

a) **Director / Alternate Director** – officers or employees of each Pool member county that are appointed by and serve at the pleasure of the respective county's legislative authority *(Article 8 of the Interlocal Agreement and Article 2 of the Bylaws)*;

b) **County Risk Manager** – an employee of each Pool member county appointed to serve as a liaison between the County and the Pool as to risk management and who is responsible for the risk management function within the County *(Article 11(b) of the Interlocal Agreement)*;

c) **County Safety Officer** – an active employee designated by each Pool member county who, along with a related committee, are maintained to consider all recommendations concerning the development and implementation of a loss control policy to prevent unsafe practices *(Article 11(c) of the Interlocal Agreement)*; and

d) **County Claims Administrator** – each Pool member county's must designate someone to administer civil claims, with whom incidents should be immediately reported to, who is responsible for sending all claims, and lawsuits and reporting various known incidents to the Pool, and with whom the Pool will coordinate the County's claims administration *(section B of the Pool Board of Directors' Claims Handling Policies and Procedures);*

NOW, THEREFORE, BE IT RESOLVED... that Benton County hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

Director: Melina Wenner County Title: Risk Manager

Alternate Director: Bryan Perry Title: Safety and Training Coordinator

2nd Alternate: David Sparks Title: County Administrator

Risk Manager: Melina Wenner Title: Risk Manager

Safety Officer: Bryan Perry Title: Safety and Training Coordinator

Claims Administrator: Melina Wenner Title: Risk Manager

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and shall supersede any prior conflicting action(s); and

cc: David Sparks, Melina Wenner, Bryan Perry, Commissioners, Washington Counties Risk Pool

BE IT STILL FURTHER RESOLVED that the clerk of this body shall forward a copy of this resolution, once completed, to the attention of Executive Director Vyrle Hill at the Washington Counties Risk Pool, 2558 RW Johnson Rd. S.W., Suite 106, Tumwater, WA 98512-6103.

Dated this ..... day of ....., 20 ....

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: David Sparks, Melina Wenner, Bryan Perry, Commissioners, Washington Counties Risk Pool

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	March 9, 2009	Execute Contract		Consent Agenda	X
Subject:	Claim Denial	Pass Resolution	X	Public Hearing	
Prepared by:	Kathleen Galioto	Pass Ordinance		1st Discussion	
Reviewed by:		Pass Motion		2nd Discussion	
		Other		Other	

BACKGROUND INFORMATION

William D. Blaine filed a Claim for Damages with the County on 1/20/09 claiming injuries and damages arising out of a motor vehicle accident which occurred on the Clodfelter Road/I-82 Overpass on 12/24/06. Mr. Blaine commenced a lawsuit against defendants Jayme & James Crow. Both Mr. & Mrs. Crow have filed suit against Benton County as third-party plaintiffs in the Blaine lawsuit after having filed a Claim for Damages with the County. The Claim for Damages filed by Mr. Blaine should be denied as this is consistent with the Board's previous denials of the claims filed by Mr. & Mrs. Crow.

RECOMMENDATION

Approve and sign resolution denying claim CC 09 02, William Blaine, Claimant.

MOTION

. ove to approve and sign the resolution denying claim CC 09 02, William Blaine, Claimant.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIMS CC 09-02, WILLIAM BLAINE, CLAIMANT:

WHEREAS, the Civil Deputy Prosecuting Attorney has reviewed claim CC 09-02, William Blaine, Claimant; and

WHEREAS, the Board of Benton County Commissioners has reviewed the recommendation of Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; **NOW THEREFORE,**

BE IT RESOLVED that the Board of County Commissioners further approves the denial of claim CC 09-02, William Blaine, Claimant.

Dated this ..... day of ....., 2009

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest: .....
Clerk of the Board

Original:
c:

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF THE CITY OF KENNEWICK FOR A FRANCHISE TO CONTINUE A WATER AND SEWER DISTRIBUTION SYSTEM IN COUNTY RIGHT OF WAY

WHEREAS, The City of Kennewick has applied for a franchise to continue an existing domestic water and sewer distribution system in County roads, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, April 20, 2009 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 20th day of April 2009.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RBD:LSS

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION, FOR A FRANCHISE TO CONTINUE TRANSMISSION FACILITIES DISTRIBUTION SYSTEM IN COUNTY RIGHT OF WAY

WHEREAS, The United States of America, Acting by and through the United States Department of Energy, Bonneville Power Administration, has applied for a franchise to continue an existing transmission facilities distribution system in county right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, April 20, 2009 at 9:10 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 20th day of April 2009.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RBD:LSS

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

WHEREAS, by resolution dated February 23, 2009, bid call was authorized for E. R. & R. Purchase of Refined Petroleum Products – Bulk Diesel Fuel; and

WHEREAS, bids were received as set forth in the attached tabulation; and

WHEREAS, the County Engineer recommends award of the contract to R. E. Powell Distributing, Grandview, Washington; NOW, THEREFORE,

BE IT RESOLVED, that the business of supplying Benton County with Refined Petroleum Products – Bulk Diesel Fuel be awarded to R. E. Powell Distributing; and

BE IT FURTHER RESOLVED that the County Engineer is authorized to proceed with the purchase.

Dated this 16th day of March, 2009

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington.

RBD:LJM

RE: REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL

LOCATION: BENTON COUNTY
LET BY: BOARD OF COUNTY COMMISSIONERS

DATE: March 10, 2009, 10:45 a.m., Local Time

Estimated Quarterly Usage is: 13,000 Gallons

Firm Name and Address	Fuel Type	Major Supplier	Reference City	Price Per Gallon
R. E. POWELL 501 East Wine Country Road Grandview, WA 98930	Ultra Low Sulfur No. 2 Dyed Diesel	COP	PASCO	$1.2920
CONNELL OIL, INC. P O Box 3998 Pasco, WA 99302-3998	Ultra Low Sulfur No. 2 Dyed Diesel	COP	PASCO	$1.3115
BLEYHL FARM SERVICE, INC. P O Box 100 Grandview, WA 98930	Ultra Low Sulfur No. 2 Dyed Diesel	CENEX	PASCO	$1.3167
CHS, INC. Energy Division 2525 North Rainier Avenue Pasco, WA 99301	Ultra Low Sulfur No. 2 Dyed Diesel	CENEX	PASCO	$1.3710
WONDRACK DISTRIBUTING, INC. P O Box 2775 Tri-Cities, WA 99302-2775	Ultra Low Sulfur No. 2 Dyed Diesel	BP	PASCO	$1.3970
BYRNES OIL COMPANY P O Box 2216 Walla Walla, WA 99362	Ultra Low Sulfur No. 2 Dyed Diesel	CHEVRON	PASCO	$1.4187

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: March 16, 2009	Execute Agreement _____	Consent Agenda X
Subject Petroleum Products Bulk Diesel Fuel	Pass Resolution _____	Public Hearing _____
	Pass Ordinance _____	1st Discussion _____
Prepared by: LJM	Pass Motion _____	2nd Discussion _____
Reviewed by: LJM	Other _____	Other _____

BACKGROUND INFORMATION

By resolution dated Monday, February 23, 2009, the Board of County Commissioners authorized the County Engineer to set a bid date and advertise a bid call for ER&R Purchase of Refined Petroleum Products – Bulk Diesel Fuel. There were twelve requests for bid packages mailed to the prospective bidders. On Tuesday, March 10, 2009, at 10:45 a.m., local time, bids were opened. Six bids were received and the apparent low bid was submitted by R. E. Powell Distributing, Grandview, Washington. A review of their bid package did determine that their bid did meet all requirements.

SUMMARY

The bid submitted by R. E. Powell Distributing should be accepted as the low bid.

RECOMMENDATION

The Benton County Engineer recommends that the contract be awarded to R. E. Powell Distributing, Grandview, Washington.

FISCAL IMPACT

Funds are budgeted and available in the 2009 Equipment Rental and Revolving Fund.

MOTION

Award the contract for ER&R Purchase – Refined Petroleum Products – Bulk Diesel Fuel.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT 2008

WHEREAS, in accordance with RCW 36.79.140, the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Traffic Law Enforcement for 2008; and

WHEREAS, Certification of Road Fund Expenditures for Traffic Law Enforcement for 2008 will be submitted digitally; and

WHEREAS, the Benton County Sheriff and the Benton County Auditor have signed the digital submittal certification for said Certification as required by CRAB; NOW, THEREFORE,

BE IT RESOLVED that the Chairman be authorized to sign the Digital Submittal Certification for Traffic Law Enforcement for 2008 on behalf of Benton County.

Dated this 16th day of March, 2009.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington.

RBD:LJM:dlh

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: CERTIFICATION OF ROAD FUND EXPENDITURES FOR FISH PASSAGE BARRIER REMOVAL 2008

WHEREAS, in accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including removal of barriers to fish passage; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2008; and

WHEREAS, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2008 will be submitted digitally; and

WHEREAS, the County Engineer has prepared the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2008; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2008 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2008 on behalf of Benton County.

Dated this 16th day of March, 2009.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington.

RBD:LJM:dlh

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: APPROVAL OF ANNUAL CERTIFICATION FOR 2008

WHEREAS, as required by WAC 136-04, the Annual Certification for Calendar Year 2008 has been prepared; and

WHEREAS, the Annual Certification for 2008 will be submitted digitally; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Annual Certification for Calendar Year 2008 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Annual Certification for 2008 on behalf of Benton County.

Dated this 16th day of March, 2008.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington.

RBD:LJM:dlh

S

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDED PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND BERGSTROM AIRCRAFT INC. FOR AIRCRAFT MAINTENANCE, REPAIR AND MODIFICATION, FUELING, AND PILOT SUPPLIES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Board awarded the contract and authorized the Chairman to sign the personal service contract between Benton County and Bergstrom Aircraft Inc. via Resolution 08-1000 on December 8, 2008; and

WHEREAS, the service rates for 2009 have increased to $75.00 per hour for single-engine aircraft and $80.00 per hour for multi/turbine-engine aircraft from $73.00 and $78.00 respectively; and

WHEREAS, the Sheriff's Office is happy with the Bergstrom Aircraft Inc's work; and

WHEREAS, the Sheriff's Office wishes to amend the personal service contract and increase the service rates to $75.00 per hour for single-engine aircraft and $80.00 per hour for multi/turbine-engine aircraft; and

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached amended personal service contract and authorized the Chairman of the Board to sign the attached Personal Service Contract Amendment between Benton County and Bergstrom Aircraft Inc.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Sheriffs Office
cc: Auditor, R. Ozuna, Bergstrom

K. Mercer

PERSONAL SERVICE CONTRACT AMENDMENT

THIS PERSONAL SERVICE CONTRACT AMENDMENT is made and entered into this _____ day of _____, 2009 by and between **BENTON COUNTY, WASHINGTON** (hereinafter "COUNTY") and Bergstrom Aircraft, Inc. (hereinafter "CONTRACTOR").

The parties entered into a Personal Service Contract dated December 8, 2008 (the "Contract") for aircraft maintenance, repair and modification, fueling, and pilot supplies via resolution 08-1000. The parties desire to amend the Contract and increase the current shop rates to $75.00 per hour for single-engine aircrafts and $80.00 per hour for multi/turbine-engine aircrafts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants set forth herein and in the underlying Contract, the parties agree to amend the Contract as follows:

1. Section 5a. (COMPENSATION) of the Contract shall be replaced with the following paragraph:

   Service Rates: Time and Materials – current shop rate $75.00 per hour for single-engine aircrafts, $80.00 per hour for multi/turbine-engine aircrafts. Rates subject to change with 10 days written notice.

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Contract Amendment on behalf of the COUNTY, and the CONTRACTOR has executed this Contract Amendment, effective on the day and year first indicated above.

Dated:_____

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

Approved as to Form:

_____
Deputy Prosecuting Attorney

Dated: 3/2/09

CONTRACTOR
Bergstrom Aircraft, Inc.

Malin Bergstrom
Signature

Malin Bergstrom, President
Print Name and Title

Orig Sheriffs Office
cc: Auditor, R. Ozuna, Bergstrom

Prepared by: K. Mercer

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM ZEP INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between $5,000 and $25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for cleaning supplies; and

Zep Inc., Kent, WA (see attached quote)
Columbia Basin Paper & Supply, Pasco, WA (see attached quote)
Crown Paper & Janitorial Inc., Walla Walla, WA (declined)

WHEREAS, after evaluating dilution rates and overall cost per products, Zep Inc. was determined to have the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing cleaning supplies from Zep Inc. for the calendar year of 2009; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes cleaning supply purchases from Zep Inc. for the calendar year of 2009.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna

Prepared by: K Mercer

ZEP	Benton County Sheriffs Office								
	2009 Chemical Quote Sheet								
Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost		
Pod Cleaning									
Multi Purpose window, floor and	multi purpose cleaner that disinfects and	55 gal	x	$11.94	$0.00	$0.00	$656.70		.5 per gal
shower cleaner	cleans and can be used in a hydro or other	5 gal	x	$12.99	$0.00	$0.00	$64.95		
	dilutable dispenser. Must come in 55 and 5								
	gallon container di								
Table Top Sanitizer	multi-purpose sanitizer and deodorizer	1 gal		$14.48	$0.00	$0.00	$57.92		1oz per 4 g
	meets the requirements of the Retail								
	Food Store Sanitation Code, and it is USDA								
	applicable 1 gallon containers must be used								
	in dilutable dispenser								
Mersa disinfectant	broad spectrum of bacteria, fungi, and viruses,	5 gal	x	$12.87	$0.00	$0.00	$64.35		4oz per gal
	including MRSA, HIV, Hepatitis, Herpes								
	Simplex, and Athlete's Foot fungus								
	5 gallon containers must be used in								
	dilutable dispenser								
Laundry Chemicals									
Liquid Alkalinity Booster (laundry)	55 gal drums must be able to be used in 5		x	$10.35	$0.00	$0.00	$569.25		3 oz per
	chemical automated dispensing system								
Liquid Concentrated Fabric	Concentrated liquid fabric softener that is safe	55 gal	x	$7.32	$0.00	$0.00	$402.60		1oz per
Softener	for all fabrics. Softener, optical brighteners	5 gal	x	$8.46	$0.00	$0.00	$42.30		
	55 gal drums and 5 gal buckets.								
	product must be able to be used in 5								
	chemical automated dispensing system								
Liquid Oxygen Bleach	color-safe for all fabrics	55 gal	x	$15.22	$0.00	$0.00	$837.10		4 oz per
	55 gal drums and 5 gal buckets.	5 gal	x	$16.40	$0.00	$0.00	$82.00		
	product must be able to be used in 5								
	chemical automated dispensing system								
Liquid Sour	ph controller 55 gal drums	55 gal	x	$9.73	$0.00	$0.00	$535.15		2 oz per
	product must be able to be used in 5								
	chemical automated dispensing system								
Concentrated Liquid Laundry	Must contain optical brighteners, and hard .	55 gal	x	$23.93	$0.00	$0.00	$1,316.15		1.5 oz per
Detergent	water tolerant 55 gal drums and 5 gal buckets.	5 gal	x	$25.33	$0.00	$0.00	$126.65		
	product must be able to be used in 5								
	chemical automated dispensing system			$0.00	$0.00	$0.00	$0.00		

Zep

Pre Spotter	Ready-To-Use, Water-Based Laundry	1 qt spray		$5.34	$0.00	$0.00	$64.02		
	Pre-Treatment								
Misc Products									
Natural Citrus Cleaner, Degreaser,	organic, non-petroleum, cleaner/degreaser,	1 qt spray	12	$10.01	$0.00	$0.00	$120.13		1part /3par
and Deodorizer	and deodorizer. Biodegradable								
Alcohol-Free Foaming Hand	Small quart size desk top dispenser	550 ml		$6.35	$0.00	$0.00	$38.07		
Sanitizer	Large liter size wall mount /w dispenser	liter		$10.27	$0.00	$0.00	$61.60		
Hand Lotion	1 liter wall mount /w dispenser	liter		$8.60	$0.00	$0.00	$51.62		
Hand soap	mild, general-use soap, antimicrobial	liter		$7.92	$0.00	$0.00	$47.49		
	1 liter wall mount /w dispenser								
				$14.11	$0.00	$0.00	$56.44		
Body soap/Shampoo	desk top dispenser 1 gal	1 gal							
Soft scrub type cleaner/polish	mildly abrasive cream cleaner and polish	1 quart		$4.37	$0.00	$0.00	$52.45		
	that deodorizes as it cleans. Use on porcelain,								
	marble, ceramic, stainless steel, chrome,								
	brass, aluminum, copper, fiberglass, melamine								
Dish soap	grease-cutting detergent, gentle on the hands	1 quart		$4.70	$0.00	$0.00	$56.39		
Disinfectant towels/wipes	Pre-Moistened Disinfectant Towels	1 tub		$0.00	$0.00	$0.00	$0.00		
	must come in tubs and Specify quantity in tub								
concentrated odor neutralizer	must have Two scents, and come in 1 to 5 gal	2.75 gal	blue sky	$42.34	$0.00	$0.00	$116.44		1 oz per ga
	containers. specify scents and dilution ratio	2.5 gal	lemon	$56.28	$0.00	$0.00	$140.71		
			1:32						
Shower and wall scrub assembly	Heavy-duty plastic swivel-head scrubber	1 kit		$15.92	$0.00	$0.00	$63.68		
and pads	connects to a threaded broom handle. Pads								
	adhere to a Velcro base. Kit includes:								
	1 light-duty; 1 medium-duty; 1 heavy-duty pad.								
Wet Mop Head	Large - 2 lbs	1 head	/y dty/washab	$14.90	$0.00	$0.00	$178.84		
Mop handle	some sort of speed attachment	1 handle		$0.00	$0.00	$0.00	$0.00		
Pump spray bottle	32 oz bottle with heavy duty variable spray	1 bottle		$2.70	$0.00	$0.00	$2.70		
	head								
Spray head only	heavy duty variable spray head	1 bottle		$1.80	$0.00	$0.00	$1.80		
Clear trash bags	10 gallon flat packed in box	case	400	$23.48	$0.00	$0.00	$23.48		
colored trash bags (tan, black, green)	35 gallon flat packed in box	case	250	$61.16	$0.00	$0.00	$61.16		
Absorbent sock.	reusable and washable approx 4 ft long	case		$2.88	$0.00	$0.00	$43.21		

Zep

Mop Bucket	35 gallon with non marking casters	each		$69.94	$0.00	$0.00	$69.94		
Mop ringer	down press mop ringer	each		$124.99	$0.00	$0.00	$124.99		
Broom Handle	fiberglass with standard male screw end	each		$59.41	$0.00	$0.00	$59.41		
Dust mop handle/frame 24in	quick disconnect and swivel	each	incl head	$29.00	$0.00	$0.00	$348.04		
Dust mop handle/frame 36in	quick disconnect and swivel	each	incl head	$35.54	$0.00	$0.00	$426.45		
dust mop head 24 in		each		$10.33	$0.00	$0.00	$123.98		
Dust mop head 36 in		each		$14.40	$0.00	$0.00	$172.88		
toilet bowl brush	plastic handle 12in	each		$9.15	$0.00	$0.00	$109.76		

Columbia Basin Paper	Benton County Sheriffs Office								
	2009 Chemical Quote Sheet								
Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost		
Pod Cleaning									
Multi Purpose window, floor and	multi purpose cleaner that disinfects and	55 gal	55	$14.30	$1.19	$0.00	$851.78		1oz /4 gal
shower cleaner	cleans and can be used in a hydro or other	5 gal	5	$15.50	$1.29	$0.00	$83.93		
	dilutable dispenser. Must come in 55 and 5								
	gallon container di		0						
Table Top Sanitizer	multi-purpose sanitizer and deodorizer	1 gal	6	$8.30	$0.69	$0.00	$53.93		1oz/4gal
	meets the requirements of the Retail								
	Food Store Sanitation Code, and it is USDA								
	applicable 1 gallon containers must be used								
	in dilutable dispenser								
Mersa disinfectant	broad spectrum of bacteria, fungi, and viruses,	5 gal	5	$7.60	$0.63	$0.00	$41.15		2oz per gal
	including MRSA, HIV, Hepatitis, Herpes	30							
	Simplex, and Athlete's Foot fungus	55							
	5 gallon containers must be used in								
	dilutable dispenser								
Laundry Chemicals									
Liquid Alkalinity Booster (laundry)	55 gal drums must be able to be used in 5		55	$4.95	$0.41	$0.00	$294.85		6-10 oz
	chemical automated dispensing system								
Liquid Concentrated Fabric	Concentrated liquid fabric softener that is safe	55 gal	55	$3.80	$0.32	$0.00	$226.35		3-5 oz
Softener	for all fabrics. Softener, optical brighteners	5 gal	5	$4.40	$0.37	$0.00	$23.83		
	55 gal drums and 5 gal buckets.								
	product must be able to be used in 5								
	chemical automated dispensing system								
Liquid Oxygen Bleach	color-safe for all fabrics	55 gal	55	$5.60	$0.46	$0.00	$333.56		3-5 oz
	55 gal drums and 5 gal buckets.	5 gal	5	$6.25	$0.52	$0.00	$33.84		
	product must be able to be used in 5								
	chemical automated dispensing system								
Liquid Sour	ph controller 55 gal drums	55 gal	55	$4.15	$0.34	$0.00	$247.19		3-5 oz
	product must be able to be used in 5								
	chemical automated dispensing system								
Concentrated Liquid Laundry	Must contain optical brighteners, and hard .	55 gal	55	$6.90	$0.57	$0.00	$411.00		4-8 oz
Detergent	water tolerant 55 gal drums and 5 gal buckets.	5 gal	5	$7.55	$0.63	$0.00	$40.88		
	product must be able to be used in 5								
	chemical automated dispensing system								

Columbia Basin Paper

Pre Spotter	Ready-To-Use, Water-Based Laundry	22 oz	12	$3.25	$0.27	$0.00	$42.24		
	Pre-Treatment								
Misc Products									
Natural Citrus Cleaner, Degreaser,	organic, non-petroleum, cleaner/degreaser,	32 oz spray	12	$45.00	$3.74	$0.00	$48.74		
and Deodorizer	and deodorizer. Biodegradable								
Alcohol-Free Foaming Hand	Small quart size desk top dispenser	quart	8	$48.00	$3.98	$0.00	$51.98		
Sanitizer	Large liter size wall mount /w dispenser	liter	6	$45.00	$3.74	$0.00	$48.74		
Hand Lotion	1 liter wall mount /w dispenser	liter	12	$48.00	$3.98	$0.00	$51.98		
Hand soap	mild, general-use soap, antimicrobial	liter	12	$36.00	$2.99	$0.00	$38.99		
	1 liter wall mount /w dispenser								
Body soap/Shampoo	desk top dispenser 1 gal	1 gal	4	$40.00	$3.32	$0.00	$43.32		
Soft scrub type cleaner/polish	mildly abrasive cream cleaner and polish	1 quart	12	$48.00	$3.98	$0.00	$51.98		
	that deodorizes as it cleans. Use on porcelain,								
	marble, ceramic, stainless steel, chrome,								
	brass, aluminum, copper, fiberglass, melamine								
Dish soap	grease-cutting detergent, gentle on the hands	1 quart	8	$39.00	$3.24	$0.00	$42.24		
Disinfectant towels/wipes	Pre-Moistened Disinfectant Towels	1 tub	6	$54.00	$4.48	$0.00	$58.48		
	must come in tubs and Specify quantity in tub								
concentrated odor neutralizer	must have Two scents, and come in 1 to 5 gal	1 gal	4	$42.00	$3.49	$0.00	$45.49		2oz per gal
	containers. specify scents and dilution ratio	5 gal		$50.00	$4.15	$0.00	$54.15		
Shower and wall scrub assembly	Heavy-duty plastic swivel-head scrubber	1 kit	4	$54.00	$4.48	$0.00	$58.48		
and pads	connects to a threaded broom handle. Pads								
	adhere to a Velcro base. Kit includes:								
	1 light-duty; 1 medium-duty; 1 heavy-duty pad.								
Wet Mop Head	Large - 2 lbs	1 head	12	$99.60	$8.27	$0.00	$107.87		
Mop handle	some sort of speed attachment	1 handle		$13.00	$1.08	$0.00	$14.08		
Pump spray bottle	32 oz bottle with heavy duty variable spray	1 bottle		$2.00	$0.17	$0.00	$2.17		
	head								
Spray head only	heavy duty variable spray head	1 bottle		$1.50	$0.12	$0.00	$1.62		
Clear trash bags	10 gallon flat packed in box	case	1000	$28.00	$2.32	$0.00	$30.32		
colored trash bags (tan, black, green)	35 gallon flat packed in box	case		$0.00	$0.00	$0.00	$0.00		
	32 gal blk		260	$33.00	$2.74	$0.00	$35.74		
	44 gal blk		100	$24.50	$2.03	$0.00	$26.53		
Absorbent sock.	reusable and washable approx 4 ft long.	case		$0.00	$0.00	$0.00	$0.00		

Columbia Basin Paper

Mop Bucket	35 gallon with non marking casters	each		$51.50	$4.27	$0.00	$55.77		
Mop ringer	down press mop ringer	each		$80.00	$6.64	$0.00	$86.64		
Broom Handle	fiberglass with standard male screw end	each		$22.00	$1.83	$0.00	$23.83		
Dust mop handle/frame 24in	quick disconnect and swivel	each		$12.00	$1.00	$0.00	$13.00		
Dust mop handle/frame 36in	quick disconnect and swivel	each		$13.50	$1.12	$0.00	$14.62		
dust mop head 24 in		each		$8.50	$0.71	$0.00	$9.21		
Dust mop head 36 in		each		$12.50	$1.04	$0.00	$13.54		
toilet bowl brush	plastic handle 12in	each		$3.25	$0.27	$0.00	$3.52		

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING UNIFORM AND UNIFORM ACCESSORY PURCHASES FROM BLUMENTHAL UNIFORM CO., INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between $5,000 and $25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for different types of uniforms and uniform accessories used by the Sheriff's Office; and

Blumenthal Uniform Co., Inc., Spokane, WA (see attached quote)
Bob Barker Company, Inc., Fuquay-Varina, NC (see attached quote)
Galls, Inc., Lexington, KY (see attached quote)

WHEREAS, Blumenthal Uniform Co., Inc. is the only vendor who carries the Flying Cross uniforms that we currently use; and

WHEREAS, the Sheriff's Office has used Blumenthals for several years and is extremely happy with their customer service and turn-around time on orders; and

WHEREAS, the Patrol Captain and Jail Captain have reviewed the quotes for completeness and recommend purchasing uniforms and uniform accessories for the Sheriff's Office from Blumenthal Uniform Co., Inc. for the calendar year of 2009; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Patrol and Jail Captains' recommendation and hereby authorizes uniform and uniform accessory purchases from Blumenthal Uniform Co., Inc. for the calendar year of 2009.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna

Prepared by: K Mercer

BLUMENTHAL
UNIFORMS & EQUIPMENT

SEATTLE
8610 AURORA AVE. N.
SEATTLE, WA 98103
PH (206) 527-5277
TF (800) 537-5277
FX (206) 527-6160

DES MOINES
21621 PACIFIC HWY S.
DES MOINES, WA 98198
PH (206) 878-5477
TF (800) 495-6265
FX (206) 878-5922

SPOKANE
1306 N. HOWARD
SPOKANE, WA 99201
PH (509) 323-1104
TF (800) 777-3847
FX (509) 323-9520

PORTLAND
9047 SW BARBUR BL
PORTLAND, OR 972
PH (503) 452-5055
TF (888) 267-9398
FX (503) 452-2663

February 24, 2009

Benton County Sheriff's Office
Department of Corrections
ATTN: Lt. Robert Guerrero
7122 West Okanogan Bldg B
Kennewick, WA 99336

Lt. Guerrero,

Along with this letter I have included the uniform quote that you requested. Most items will ship in 30 days or less, however, badges and body armor can take 6 to 8 weeks.

Please note that shipping was included with each item. The shipping charge listed is the approximate cost for shipping that item and only that item by the best method available. However, usually items are shipped together and the rate would change based on the weight and size of the box. Also, the shipping rates are set by UPS and the US postal service so any changes to those rates are beyond the control of Blumenthal Uniforms.

It is always a pleasure working with you and your department. Please contact me with any questions.

Thank you,

Kiley Lyons
Account Manager

Benton County Sheriffs Office

2009 Uniform Quote Sheet

Patrol

Item	Description	Cost per Item	Tax	Shipping	Total Cost
Class A long sleeve Uniform shirt DEL/ TROP GRN / TPE	Flying Cross 513W66972	$52.95	$57.34	$9.50	$67.63
	With Dept. patches sewn on	$56.95	$61.68	$9.50	$71.97
	With Stripes sewn on	$63.90	$69.20	$9.50	$79.49
	With Hashmarks sewn on	$66.40	$71.91	$9.50	$82.20
Class A Short sleeve Uniform Shirt DEL / TROP GRN / TPE	Flying Cross 863R66972	$46.95	$50.85	$9.50	$61.14
	With Dept. patches sewn on	$50.95	$55.18	$9.50	$65.47
	With Stripes sewn on	$57.90	$62.71	$9.50	$72.99
Class A Pants DAC / WOOL PKTAN W/1"	Flying Cross 32213/1"BG	$105.95	$114.74	$9.50	$125.03
Class A Tie	Tie Taupe Long Velcro	$7.95	$8.61	$3.00	$11.86
Class A Name Tag	5/8 1 line name tag glossy black lettering	$12.95	$14.02	$3.00	$17.27
Class A Shoes	Low QTR Poromeric 831-6031	$52.95	$57.34	$9.50	$67.63
BDU Short Sleeve shirt OD GRN	Flying Cross 85R5887	$41.95	$45.43	$9.50	$55.72
	With Dept. patches sewn on & badge embroidery	$53.95	$58.43	$9.50	$68.72
	With Stripes sewn on	$59.40	$64.33	$9.50	$74.62
BDU Long sleeve shirt OD GRN	Flying Cross 35R5887	$46.95	$50.85	$9.50	$61.14
	With Dept. patches sewn on & badge embroidery	$58.95	$63.84	$9.50	$74.13
	With Stripes sewn on	$64.40	$69.75	$9.50	$80.03
	With Hashmarks sewn on	$66.90	$72.45	$9.50	$82.74
BDU pants 3XDRY MENS DK TAN	Blauer streetgear 8810 sidepocket trouser 8810x-57	$66.95	$72.51	$9.50	$82.80
BDU NAME TAG	1" X 5" OD green name tag blk	$6.95	$7.53	$3.00	$10.78
COAT - OUTER SHELL	DELTA- black in color F5472	$189.95	$205.72	$9.50	$216.00
	Dept. patches sewn on & badge tab	$196.95	$213.30	$9.50	$223.59
Coat - Inner liner	DELTA - Echo black F5474	$99.95	$108.25	$9.50	$118.53
	Dept. patches sewn on	$103.95	$112.58	$9.50	$122.87
Outer Duty Belt	Bianchi 2 1/4 Nylon XL L M S	$44.95	$48.68	$9.50	$58.97
Inner Duty Belt	Bianchi NYL W/ Velcro XL L M S	$24.95	$27.02	$9.50	$37.31
DOUBLE Hand cuff case	Bianchi 18771	$30.25	$32.76	$9.50	$43.05
Hand cuffs	Peerless standard Handcuffs	$29.95	$32.44	$9.50	$42.72
Hand cuffs	Peerless hinged cuffs	$44.95	$48.68	$9.50	$58.97
OC-10 case	Bianchi AccuMold OC case	$24.50	$26.53	$9.50	$36.82
ASP	21 "	$85.00	$92.06	$9.50	$102.34
ASP HOLDER	ASP	$35.00	$37.91	$9.50	$48.19
Badges	2 1/2 Tall C.W. Nielson badge	$78.60	$85.12	$9.50	$95.41
Boots	Danner Striker II 8" boots	$169.95	$184.06	$9.50	$194.34
HOLSTER	SIG P220/P226 W/ LIGHT 6280-7721-261	$145.99	$158.11	$9.50	$168.40
Ballistic Vest	American Body Armor Xtreme HP level II	$655.00	$709.37	$10.50	$720.74
	with 2 carriers	$753.95	$816.53	$10.50	$827.90

Corrections

Class A long sleeve Uniform shirt	Blauer Style #8450-4s Long Sleeve tan shirt with Dept. patches on both sleeves.	$70.95 $74.95	$76.84 $81.17	$9.50 $9.50	$87.13 $91.46
Class A Short sleeve Uniform Shirt	Blauer Style #8460-4s Short Sleeve tan shirt with Dept. patches on both sleeves.	$67.95 $71.95	$73.59 $77.92	$9.50 $9.50	$83.88 $88.21
Class A Tie	Tie Brown Long Clip on	$7.95	$8.61	$9.50	$18.90
Class A Name Tag	5/8 1 line name tag glossy black lettering	$12.95	$14.02	$9.50	$24.31
Class A Pants	Flying Cross Style #42289 Brown Pants with tan strip down both legs	$75.95 $85.95	$82.25 $93.08	$9.50 $9.50	$92.54 $103.37
BDU shirts	Proper short sleeve BDU's with dept. patches on each sleeve, embroidered badge and name patch	$29.95 $52.85	$32.44 $57.24	$9.50 $9.50	$42.72 $67.53
BDU Long sleeve shirts	Proper Long sleeve BDU's with dept. patches on each sleeve, embroidered badge and name patch	$29.95 $52.85	$32.44 $57.24	$9.50 $9.50	$42.72 $67.53
BDU pants	Proper BDU Pants	$29.95	$32.44	$9.50	$42.72
Clerical short sleeve shirt	Flying Cross #152R6600 White short sleeve shirt, with dept patches, and zippers	$48.95 $62.95	$53.01 $68.17	$9.50 $9.50	$63.30 $78.46
Clerical Long sleeve shirt	Flying Cross #152R6600 White short sleeve shirt, with dept patches, zippers	$48.95 $62.95	$53.01 $68.17	$9.50 $9.50	$63.30 $78.46
Clerical Pants	Edwards Garments #8650-10 Black pants	$42.95	$46.51	$9.50	$56.80
Outer Duty Belt	Bianchi AccuMold outer duty belt Small Medium Large X-Large	$44.95	$48.68	$9.50	$58.97
Inner Duty Belt	Bianchi AccuMold inner duty belt Small Medium Large X-Large	$24.95	$27.02	$9.50	$37.31
Hand cuff case	Bianchi AccuMold single cuff case	$25.95	$28.10	$9.50	$38.39
Hand cuffs	Peerless standard Handcuffs	$29.95	$32.44	$9.50	$42.72
OC-10 case	Bianchi AccuMold OC case	$24.95	$27.02	$9.50	$37.31
Radio Holder	Bianchi AccuMold Universal radio case	$41.95	$45.43	$9.50	$55.72
Key Keeper	Bianchi AccuMold silent key keeper	$20.95	$22.69	$9.50	$32.98
Name plates	5/8" 1 line name plate	$12.95	$14.02	$3.00	$17.27
Colar Insignia	Blackinton Small Insignia's for Corporal, Sergeants, Lieutenants and Captain	$5.95	$6.44	$9.50	$16.73
Badges	2 1/2 Tall C.W. Nielson badge	$78.60	$85.12	$9.50	$95.41
Boots	Danner Striker II GTX boots 4 1/2 quarter & 8" boots	$169.95	$184.06	$9.50	$194.34
Coat	Blaur 3 season Bomber jacekt with department patches and embroidered badge	$129.95 $143.90	$140.74 $155.84	$9.50 $9.50	$151.02 $166.13
Ballistic Vest	American Body Armor Xtreme HP level II with 2 carriers	$655.00 $753.95	$709.37 $816.53	$10.50 $10.50	$720.74 $827.90

BLUMENTHAL UNIFORMS & EQUIP.
DEPT #4179 PO BOX 34936
SEATTLE, WA 98124-1936
QUESTIONS CALL (866) 465-5006

Q U O T A T I O N

Quote Date:	Quote#	Page
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BILL
BENTON COUNTY CORRECTIONS (WA)
ATTN: ACCOUNT PAYABLE
7122 W. OKANOGAN BLDG B
KENNEWICK, WA 99336

SHIP
BENTON COUNTY CORRECTIONS (WA)
ATTN: CAPT. THOMPSON
7122 WEST OKANOGAN BLDG B
KENNEWICK, WA 99336

(509) 735-6555 03

Employee: *UNIFORMS 2009

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
BENTONCOCO	231	QUOTE	UPS GROUN	NET 30	

EMAIL

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1	0125700007	8450-45	SHRT MNS L/S SLVTAN QT#0810329 <SLVTAN 15 34 >	1	0	1	77.95	8.9%	70.95	70.95
2	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	1	0	1	5.00	20.0%	4.00	4.00
3	0115030002	8460-45	SHIRT S/S MENS QT#0810329 <SLVTAN 15.5 SHTSLV>	1	0	1	67.95		67.95	67.95
4	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	1	0	1	5.00	20.0%	4.00	4.00
5	1510310000	45015-5	TIE, BROWN, REG, CLIP ON	1	0	1	8.95	11.1%	7.95	7.95
6	0300240014	42289 **	PANT, 75POLY/25WOOL SERGE MNS <BROWN TBF - >	1	0	1	77.95	2.5%	75.95	75.95
7	3598770000	PSTRIPE	OUR PANT, ADD CLOTH STRIPE	1	0	1	12.50	20.0%	10.00	10.00
8	0109630004	F530138250	BDU SHIRT, 2-PKT S/S BATL RIP <L2 LG REG >	1	0	1	37.95	21.0%	29.95	29.95
9	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	1	0	1	5.00	20.0%	4.00	4.00
10	3501200000	S/O NAME	SEW NAME EMBLEM ON GARMENT	1	0	1	2.50	20.0%	2.00	2.00

QUESTIONS EMAIL LINDAH@BLUMENTHALUNIFORMS.COM
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Q U O T A T I O N

Quote Date:	Quote#	Page
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Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
11	3410500000	EMBRBENCTYCORREC	EMBR BENTON CTY CORRECTIONS	1	0	1	9.95		9.95	9.95
12	3423900000	13TB NAMETAG	1"x5" TAN BKGRD/BROWN BORDER FIRST INITIAL LAST NAME	1	0	1	6.95		6.95	6.95
13	0110010005	F530238250	SHIRT TACT L/S KHAKI <L2 LG REG >	1	0	1	37.95	21.0%	29.95	29.95
14	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	1	0	1	5.00	20.0%	4.00	4.00
15	3410500000	EMBRBENCTYCORREC	EMBR BENTON CTY CORRECTIONS	1	0	1	9.95		9.95	9.95
16	3501200000	S/O NAME	SEW NAME EMBLEM ON GARMENT	1	0	1	2.50	20.0%	2.00	2.00
17	3423900000	13TB NAMETAG	1"x5" TAN BKGRD/BROWN BORDER FIRST INITIAL LAST NAME	1	0	1	6.95		6.95	6.95
18	0306200006	F520138250	BDU PANTS, KHAKI BATTLE RIP <M2 MD REG >	1	0	1	37.95	21.0%	29.95	29.95
19	0226000007	152R6600	SHIRT S/S P/R WHITE, WMS <WHITE 40 SHTSLV>	1	0	1	50.95	3.9%	48.95	48.95
20	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	1	0	1	5.00	20.0%	4.00	4.00
21	3511260000	SHZIPB	SEW ZIPPER W/BUTTONS	1	0	1	12.50	20.0%	10.00	10.00
22	0266250011	102W6600	SHIRT L/S P/R WHITE, WMS <WHITE 38 L-LGSL>	1	0	1	55.95	5.3%	52.95	52.95
23	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	1	0	1	5.00	20.0%	4.00	4.00
24	0400270001	8759-10 BLACK	WMS PANT, PLAIN 75P/25W <BLACK - - >	1	0	1	42.95		42.95	42.95
25	1873830000	7200-17382 LARGE	DUTY BELT,NYLON 2 1/4" (40-46)	1	0	1	52.95	15.1%	44.95	44.95
26	1877100000	7205-17708 LARGE	BELT LINER,NYL W/VELCRO(40-46)	1	0	1	28.95	13.8%	24.95	24.95
27	3773910000	7300-18190	CUFF CASE,SGL,ACCU H.S. SZ ONE	1	0	1	27.95	10.7%	24.95	24.95
28	3774460000	7307S-18204	MACE HOLDER,MK-4,ACCUMOLD SNAP	1	0	1	26.95	7.4%	24.95	24.95
29	3766000000	7314S-18521	RADIO HOLDER W/SWIVEL,ACCUMOLD	1	0	1	42.95	2.3%	41.95	41.95

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SEATTLE, WA 98124-1936
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Q U O T A T I O N

Quote Date:	Quote#	Page
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Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
30	3766010000	7316-18766	SILENT KEY HOLDER,NYL ACCUMOLD	1	0	1	21.95	4.5%	20.95	20.95
31	3069000006	69 NAMETAG	FASTENER & WORDING TO BE: <GOLD GLOSSY BLKLTR>	1	0	1	12.95		12.95	12.95
32	3018570000	J57 GOLD	INSIGNIA, CHEVRONS, CPRL., SML	1	0	1	5.95		5.95	5.95
33	3059180000	J59 GOLD	INSIGNIA, SGT, CHEVRONS, SMALL	1	0	1	5.95		5.95	5.95
34	3061170000	J61 GOLD	INSIGNIA, LT., SMOOTH, SML/PR	1	0	1	5.95		5.95	5.95
35	3063170000	J63 GOLD	INSIGNIA, CAPT, SMOOTH, SML/PR	1	0	1	5.95		5.95	5.95
36	1907830013	42980	STRIKER II BOOT 8" HEIGHT <- 10.5 D >	1	0	1	169.95		169.95	169.95
37	0506890074	6120 BLAUER	BOMBER JKT W/LNR <BLACK - - >	1	0	1	136.95	5.1%	129.95	129.95
38	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	1	0	1	5.00	20.0%	4.00	4.00
39	3410500000	EMBRBENCTYCORREC	EMBR BENTON CTY CORRECTIONS	1	0	1	9.95		9.95	9.95
40	2105720785	XT2-9	VEST XTREME HP 1-CVR SOFT PLT <- - - >	1	0	1	655.00		655.00	655.00
41	2106280001	NS CARRIER	MESH CARRIER ABA VEST SPCFY: <- - - >	1	0	1	109.95	10.0%	98.95	98.95
42	3000000000	**********	END **********	1	0	1	0.00		0.00	0.00
43	3000000000	**********	END **********	1	0	1	0.00		0.00	0.00
44	3004840000	N-116 ALLOY G	BADGE AS FOLLOWS: PIN BACK, GREEN BLOCK LETTERS	1	0	1	78.60		78.60	78.60
45	3000100000	TOP PANEL	TO READ: RANK	1	0	1	0.00		0.00	0.00
46	3000110000	2ND PANEL	TO READ: CORRECTIONS	1	0	1	0.00		0.00	0.00
47	3000170000	SEAL AS FOLLOWS:		1	0	1	0.00		0.00	0.00

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BLUMENTHAL UNIFORMS & EQUIP.
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Q U O T A T I O N

Quote Date:	Quote#	Page
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Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
48	3000130000	3RD PANEL	FULL COLOR WA ST SEAL TO READ: BENTON COUNTY	1	0	1	0.00		0.00	0.00

SUBTOTAL	1905.15
SALES TAX	158.13
TOTAL QUOTATION	2063.28

QUESTIONS EMAIL LINDAH@BLUMENTHALUNIFORMS.COM
VISIT US @ WWW.BLUMENTHALUNIFORMS.COM

Robert Guerrero - Patrol & Corrections 2009 Price Proposal

From: "Hunter Merrell" <huntermerrell@bobbarker.com>
To: "Robert Guerrero" <robert_guerrero@co.benton.wa.us>, "Dan Farrell" <Dan.Farrell@co.benton.wa.us>
Date: 2/27/2009 8:39 AM
Subject: Patrol & Corrections 2009 Price Proposal
Attachments: order-ack.pdf

Gentleman,

Good morning! Pricing for your officer's uniforms and duty gear is attached. Price lists for Patrol & Corrections were combined to ensure consistency and eliminate and redundancy. All prices include delivery and are good through 12/31/2009 (we can look at extending this, if requested). There are a few exceptions to your RFQs, as noted:

1. We respectfully "no bid" lines 1-9 of the Patrol section. We currently distribute The Force (mostly due to local preference, here in UT), which is not all that competitive with Blauer or Flying Cross on the Class A unis. Our Class B options are much stronger and better priced.
2. We are bidding Gould & Goodrich, in place of the Bianchi requests. We prefer the Gould product and believe it may offer a better price point.
3. Officers Only ballistic and stab armor is listed under WSCA contract pricing, of which WA is a member. We prefer Survival armor (priced on list), but can also supply PACA and Point Blank. This is very favorable pricing because of the co-op buying power.
4. In place of your Blauer Bomber Jacket request, I am suggesting (as with any customer of mine) our Rivers West Lakota Tactical Coat. Rivers West began outfitting western sportsman and now produces law enforcement apparel. This is a coat Officers Only designed for the Utah Highway Patrol that comes with a 10 year windproof & waterproof guarantee. This is a top performance duty coat and we can make a sample available to you. Black is quoted, but we have additional colors.
5. The Propper stumped us a bit with the khaki. The Rip-Stop and Battle Rip options (100%, 60/40, 65/35) do not come with a matching short sleeve top, in khaki, that will exactly match the khaki pantone of any of the trouser options...unless you do the 65/35 w/ the Propper Tactical Shirt (this is also available as a long sleeve, though Propper has matching L/S in khaki which is also on the quote, only S/S are the issue). Also, for the tactical short and long sleeve, with patchwork, is as follows(we do not have part numbers set up in BBC system yet): S/S = F5302-38 S-XL $29.66ea, 2XL $31.76ea, 3XL $33.86ea, 4XL $35.96. L/S F5302-38 S-XL $32.46, 2XL $34.56, 3XL $36.66, 4XL $38.76. All Propper #5201 6-pocket BDU trousers are the same cost, regardless of size.

I'm sorry it took me a couple of extra days to wrap this up. We needed to confirm pricing through the end of the year and get a few part numbers set up with your pricing. Please let me know if you have any questions, or if you would like to make any revisions or additions.

Hunter Merrell
Account Manager
phone (801) 622-5741 ext. 6128
phone (800) 334-9880
fax (800) 322-7537
www.bobbarker.com
GSA Contract # GS-07F-9141S

BobBarker

America's Leading Detention Supplier

Sales Quote

Quote Number: UT1000087604
e Date: 2/25/2009
Quote Expiration Date: 12/31/2009
Customer Code: BENWA1
Customer PO#: Patrol & Corrections
Created By: hmerrell
Quoted To: Lt Guerrero

BobBarker

Bob Barker Company, Inc.
PO Box 429, Fuquay-Varina, NC 27526-0429
Phones: (800) 334-9880 Fax: (800) 322-7537
Fed I.D. #: 56-1558062

Sold To:
Benton Cnty Sher Dept

7122 W Okanogan Pl
Bldg B
Kennewick, WA 99336 US

Ship To:
Benton Cnty Sher Dept

7122 W Okanogan Pl
Bldg B
Kennewick, WA 99336 US

Product Code	Quantity	U/M	Unit Price	Amount
ZF5472-75-BK-XLR Jacket,Defender,Delta,BK,XLR	1 Regular Length	EA	$208.62	$208.62
ZF5474-07-BK-LR Jacket,Defender,Echo,BK,LR	1 Regular Length	EA	$110.62	$110.62
ZX54-S Belt,Duty,NoCrush,Phoenix, S	1 Duty Gear Belts	EA	$33.73	$33.73
ZX54-M Belt,Duty,NoCrush,Phoenix, M	1 Duty Gear Belts	EA	$33.73	$33.73
ZX54-L Belt,Duty,NoCrush,Phoenix, L	1 Duty Gear Belts	EA	$33.73	$33.73
ZX54-XL Belt,Duty,NoCrush,Phoenix, XL	1 Duty Gear Belts	EA	$33.73	$33.73
ZX55-S Belt, Pants, Velcro Lined, S	1 waists 28-32	EA	$17.96	$17.96
ZX55-M Belt, Pants, Velcro Lined, M	1 waists 34-38	EA	$17.96	$17.96
ZX55-L Belt, Pants, Velcro Lined, L	1 waists 40-44	EA	$17.96	$17.96
ZX55-XL Belt, Pants, Velcro Lined, XL	1 waists 46-50	EA	$17.96	$17.96
ZX596 Case,Handcuff,Double,Nylon	1 Phoenix	EA	$25.46	$25.46
SHCN Handcuff, Standard Nickle	1 1 pr, 50 pr/mc	PR	$20.51	$20.51
ZREPL301 Handcuff Hinged Nickel PL 801	1	EA	$32.62	$32.62

Sales Quote

Quote Number: UT1000087604
Quote Date: 2/25/2009
Quote Expiration Date: 12/31/2009
Customer Code: BENWA1
Customer PO#: Patrol & Corrections
Created By: hmerrell
Quoted To: Lt Guerrero

Bob Barker

Bob Barker Company, Inc.
PO Box 429, Fuquay-Varina, NC 27526-0429
Phones: (800) 334-9880 Fax: (800) 322-7537
Fed I.D. #: 56-1558062

Product Code	Quantity	U/M	Unit Price	Amount
ZB549-BK Case, Aerosol, Open Top, Plain	1 Plain Black	EA	$22.46	$22.46
X560-21 Holder,Baton 21 Blk	1	EA	$15.09	$15.09
Z42980-10 Boot,Danner,Striker II GTX	1 Regular Width (D)	EA	$141.40	$141.40
Z6280-7721-61 Holster, Mid-Ride, Level2, RH	1 Sig Sauer	EA	$84.65	$84.65
Z6280-7721-62 Holster, Mid-Ride, Level2, LH	1 Sig Sauer	EA	$84.65	$84.65
ZFALCON-2 Vest,FalconII,Lvl 2,Ballistic	1 Body Armor	EA	$559.00	$559.00
ZFALCON-2 Vest,FalconII,Lvl 2,Ballistic	6 Body Armor	EA	$550.00	$3,300.00
ZX70 Case, Handcuff, Phoenix,	1 Duty Gear Cuff Case	EA	$17.47	$17.47
ZX681-3 Case, Aerosol,MKIII,Phoenix,	1 Duty Gear Mace Holder	EA	$21.98	$21.98
ZX681-4 Case, Aerosol,MKIV,Phoenix,	1	EA	$21.98	$21.98
ZX651-1 Case, Radio, Nylon	1 Phoenix OSFM	EA	$24.99	$24.99
ZX588 Case, Pager/Golve, Nylon	1 Pager to 3.5"H x 2"W x 1.08D	EA	$15.95	$15.95
Z9630T-BK-XL Jacket,TacticalPatrol,BK,XL	1 XL	EA	$199.99	$199.99
ZF5201-38-KH-XL Pant,BDU,6Pkt,BatRipKH,XL	1 Sz XLL	EA	$26.59	$26.59

Sales Quote

Quote Number: UT1000087604
e Date: 2/25/2009
Quote Expiration Date: 12/31/2009
Customer Code: BENWA1
Customer PO#: Patrol & Corrections
Created By: hmerrell
Quoted To: Lt Guerrero

BobBarker

Bob Barker Company, Inc.
PO Box 429, Fuquay-Varina, NC 27526-0429
Phones: (800) 334-9880 Fax: (800) 322-7537
Fed I.D. #: 56-1558062

Product Code	Quantity	U/M	Unit Price	Amount
ZF5452-38-KH-XL Shirt,BDU,LS,2Pk,Ctn/Py,KH,XL	1 Sz XLR	EA	$32.46	$32.46
ZF5452-38-KH-2XL Shirt,BDU,LS,2Pk,Ct/Py,KH,2XL	1 Sz 2XLR	EA	$34.56	$34.56
ZF5452-38-KH-3XL Shirt,BDU,LS,2Pk,Ct/Py,KH,3XL	1 Sz 3XLR	EA	$36.66	$36.66
ZF5452-38-KH-4XL Shirt,BDU,LS,2Pk,Ctn/Py,KH,4XL	1 Sz 4XLR	EA	$38.76	$38.76

When placing your order, please refer to this quote number.

Subtotal:	$5,283.23
Freight:	
Taxes:	$438.51
Payment:	
Total:	**$5,721.73**

GALLS®
The Authority in Public Safety Equipment and Apparel

Price Quote
Rafael Fernandez
Galls, An Aramark Corp
2680 Palumbo Drive
Lexington, KY 40509
800-876-4242 phone x2274
877-914-2557 fax

Tax ID Number: 20-315989
Customer: Benton County Sheriff Dept.
Attn: Robert Guerrero
Fax# (509)783-5852
From: Rafael Fernandez

Date: February 27, 2009
Customer #: 3737596

Item #	Description	Qty	Retail	Your Price	Total with Discount
	PATROL				
513W66972*	FLYING CROSS L/S TROP GRN/TPE	0	$0.00	0..00	$0.00
863R66972*	FLYING CROSS S/S TROP GRN/TPE	0	$0.00	$0.00	$0.00
ZH724 PTAN	FE03 32213 MEN ELASTIQUE DAC/WOOL TROUSERS	1	$160.80	$140.00	$140.00
UA032 TAU	CLIP ON TIE TAUPE	1	$2.99	$2.69	$2.69
NT017 PGLD BLK CB	POLISHED 1-LINE BRASS NAMETAG	1	$8.99	$8.09	$8.09
ZA2767	POROMERIC ACADEMY OXFORD	1	$61.63	$55.50	$55.50
ZR061	FE03 85R5887 MENS S/S BDU SHIRT	1	$53.90	$48.50	$48.50
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
UA125	CHEVRONS NAVY AND GOLD	2	$1.49	$1.29	$2.58
ZJ447	35R5886 MENS L/S POLY/COT TWILL	1	$70.78	$63.70	$63.70
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
UA125	CHEVRONS NAVY AND GOLD	2	$1.49	$1.29	$2.58
UA025 OLI BLK	1 SET (3) NAMESTRIPS OLI W/BLK LETTERS	1	$7.99	$7.19	$7.19
ZA2184 BLK	PR54 F5472 DEFENDER DELTA DUTY JACKET	1	$322.25	$290.00	$290.00
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
ZA2185 BLK	PR54 F5474 DEFENDER ECHO SOFTSHELL	1	$167.25	$150.50	$150.50
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
LP070	2 1/4 IN. OUTER DUTYBELT	1	$79.99	$68.00	$68.00
NP161	ACCUMOLD NYLON TROUSER BELT (INNER BELT)	1	$29.99	$26.99	$26.99
0	0	1	$0.00	$0.00	$0.00
RS001	PEERLESS MODEL 700 CHAIN HANDCUFFS	1	$29.99	$26.99	$26.99
RS005	PEERLESS MODEL 801 HINGED HANDCUFFS	1	$44.99	$40.49	$40.49
NP169	ACCUMOLD MKIII MACE CASE	1	$28.99	$26.09	$26.09
NP170	ACCUMOLD MKIV MACE CASE	1	$28.99	$26.49	$26.49
BA035	21 IN FOAM HANDLE ASP BATON	1	$75.99	$68.39	$68.39
LP061 PLN	ASP BATON HOLDER FOR 16 AND 21 INCH BATONS	1	$21.99	$19.79	$19.79
SP597	DANNER 8 IN WP INSULATED ACADIA BOOT 200	1	$299.99	$269.99	$269.99
ZE569	SA01 6280 SLS LEVEL II DUTY HOLSTER	1	$172.50	$155.25	$155.25
BP410	XTREME HP LEVEL II W/NS CARRIER TAILS 5X8 TP	1	$979.99	$881.99	$881.99

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (859) 268-5941.

Subtotal	$2,381.79
Shipping & Handling	$200.00
Total	$2,581.79

Prices are valid for 30 days from the date of the quote.

Thank you for the opportunity to earn your business.

GALLS®
The Authority in Public Safety Equipment and Apparel

Price Quote
Rafael Fernandez
Galls, An Aramark Corp
2680 Palumbo Drive
Lexington, KY 40509
800-876-4242 phone x2274
877-914-2557 fax

Tax ID Number: 20-3545989
Customer: Benton County Sheriff Dept.
Attn: Robert Guerrero
Fax# (509)783-5852
From: Rafael Fernandez

Date: February 27, 2009
Customer #: 3737596

Item #	Description	Qty	Retail		Total with Discount
	CORRECTIONS				
SH1069	MENS MATRIX IMAGE CLASSIC L/S POLY/COT SHIRT	1	$56.99	$45.00	$45.00
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
SH1067	MENS MATRIX IMAGE CLASSIC S/S POLY/COT SHIRT	1	$53.99	$43.00	$43.00
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
UA494 BRN	CLIP ON TIE W/BUTTON HOLE	1	$6.99	$5.00	$5.00
NT017 GLD BLK CB	POLISHED 1-LINE BRASS NAMETAG	1	$8.99	$7.25	$7.25
SP913	STRIKER II GTX DUTY BOOT	1	$189.99	$152.00	$152.00
CB040	3/4IN GOLD SERGEANT CHEVRON COLLAR PIN (PAIR)	1	$7.99	$6.25	$6.25
JA085	3 SEASON JACKET	1	$49.99	$39.99	$39.99
ZP825 BRN	FE03 42289 MENS POLY/WOOL TROUSERS	1	$122.10	$97.00	$97.00
UA157 TAN (PR)	1/2 INCH CLOTH TROUSER STRIPING (PAIR	1	$6.99	$3.00	$3.00
LA006	LABOR COST FOR IN-HOUSE FOR PIGGYBACK STRIPING	1	$7.99	$3.00	$3.00
SR020	SAFD S/S 2 PKT BATTLE RIP BDU SHIRT	1	$32.69	$26.00	$26.00
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
UA025 KHA BLK	1 SET (3) NAMESTRIPS KHA W/BLK LETTERS	1	$7.99	$3.00	$3.00
SP912	STRIKER II GTX 45 QUARTER BOOT	1	$169.99	$136.00	$136.00
SH240	BATTLE RIP 2 POCKET L/S BDU SHIRT NAVY	1	$44.99	$35.75	$35.75
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
UA025 KHA BLK	1 SET (3) NAMESTRIPS KHA W/BLK LETTERS	1	$7.99	$3.00	$3.00
TR159 NAV	BATTLE RIP BDU TROUSERS	1	$44.99	$35.75	$35.75
SH047 WHT	LADIES S/S DACRON COTTON SHIRT	1	$38.99	$31.00	$31.00
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
SH048 WHT	LADIES LONG SLEEVE DAC/COTTON SHIRT	1	$43.99	$35.00	$35.00
CE200	CUSTOMER SUPPLIED EMBLEM	2	$0.00	$0.00	$0.00
TR356 BLK	DUTY PRO WOMENS POLY COTTON UNIFORM PANTS	1	$24.99	$19.75	$19.75
LP070	2 1/4 IN. OUTER DUTYBELT	1	$79.99	$63.50	$63.50
			$0.00	$0.00	$0.00
NP161	ACCUMOLD NYLON TROUSER BELT (INNER BELT)	1	$29.99	$24.00	$24.00
			$0.00	$0.00	$0.00
NP166	ACCUMOLD SINGLE HANDCUFF CASE BLACK	1	$32.99	$26.25	$26.25
			$0.00	$0.00	$0.00
RS001	PEERLESS MODEL 700 CHAIN HANDCUFFS	1	$29.99	$23.75	$23.75
			$0.00	$0.00	$0.00
NP169	ACCUMOLD MKIII MACE CASE	1	$28.99	$23.00	$23.00
NP170	ACCUMOLD MKIV MACE CASE	1	$28.99	$23.00	$23.00
			$0.00	$0.00	$0.00
RC031 BLK	ACCUMOLD UNIVERSAL RADIO CASE	1	$44.99	$35.75	$35.75
			$0.00	$0.00	$0.00
NP171	ACCUMOLD SILENT KEY HOLDER	1	$22.99	$18.25	$18.25
			$0.00	$0.00	$0.00
NT017 PGLD BLK CB	POLISHED 1-LINE BRASS NAMETAG	1	$8.99	$7.25	$7.25
BP410	XTREME HP LEVEL II W/NS CARRIER TAILS 5X8 TP	1	$979.99	$850.00	$850.00
				Subtotal	$1,821.49
			4% of Order	Shipping & Handling	
				Total	$1,821.49

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (859) 268-5941.

Prices are valid for 30 days from the date of the quote.

Thank you for the opportunity to earn your business.

V

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM UNIFORMS MANUFACTURING, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between $5,000 and $25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for inmate-clothing; and

Uniforms Manufacturing Inc., Scottsdale, AZ (see attached quote)
Bob Barker Company, Inc., Fuquay-Varina, NC (see attached quote)
Anchortex Corporation, West Berlin, NJ (declined)

WHEREAS, Uniforms Manufacturing Inc. has the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing inmate-clothing from Uniforms Manufacturing Inc. for the calendar year of 2009; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes inmate-clothing purchases from Uniforms Manufacturing Inc. for the calendar year of 2009.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna

Prepared by: K Mercer

Benton County Sheriffs Office

2009 uniform and linen Quote Sheet

Uniforms Manufacturing Inc.

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Black and white striped pants							
blk and wht striped pant sm	cotton/poly blend, No pockets.	case	36	$5.06	$0.42	$0.00	$197.28
blk and wht striped pant med	Pull-on style, elastic waistband and hemmed . bottoms, silk-screened with BCC	case	36	$5.50	$0.46	$0.00	$214.43
blk and wht striped pant lg		case	36	$5.75	$0.48	$0.00	$224.18
blk and wht striped pant xl		case	36	$6.02	$0.50	$0.00	$234.71
blk and wht striped pant 2xl		case	36	$6.06	$0.50	$0.00	$236.27
blk and wht striped pant 3xl		case	36	$6.12	$0.51	$0.00	$238.61
blk and wht striped pant 4xl		case	36	$6.37	$0.53	$0.00	$248.35
blk and wht striped pant 5xl		case	36	$7.34	$0.61	$0.00	$286.17
Black and white striped shirts							
Blk and Wht striped shirt sm	cotton/poly blend, one left side pockets. pull over silk-screened with BCC	case	36	$4.25	$0.35	$0.00	$165.70
Blk and Wht striped shirt med		case	36	$4.43	$0.37	$0.00	$172.72
Blk and Wht striped shirt lg		case	36	$4.53	$0.38	$0.00	$176.62
Blk and Wht striped shirt xl		case	36	$4.78	$0.40	$0.00	$186.36
Blk and Wht striped shirt 2xl		case	36	$5.02	$0.42	$0.00	$195.72
Blk and Wht striped shirt 3xl		case	36	$5.33	$0.44	$0.00	$207.81
Blk and Wht striped shirt 4xl		case	36	$5.76	$0.48	$0.00	$224.57
Blk and Wht striped shirt 5xl		case	36	$5.95	$0.49	$0.00	$231.98
Blk and Wht striped shirt 6xl		case	36	$6.12	$0.51	$0.00	$238.61
Blk and Wht striped shirt 7xl		case	36	$6.28	$0.52	$0.00	$244.84

Uniforms Manufacturing Inc.

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Red pants							
Red pants sm	cotton/poly blend, No pockets. Pull-on style, elastic waistband and hemmed .	case	36	$5.06	$0.42	$0.00	$197.28
Red pants med	bottoms, silk-screened with BCC	case	36	$5.50	$0.46	$0.00	$214.43
Red pants lg		case	36	$5.75	$0.48	$0.00	$224.18
Red pants xl		case	36	$6.02	$0.50	$0.00	$234.71
Red pants 2xl		case	36	$6.06	$0.50	$0.00	$236.27
Red pants 3xl		case	36	$6.12	$0.51	$0.00	$238.61
Red pants 4xl		case	36	$6.37	$0.53	$0.00	$248.35
Red pants 5xl		case	36	$7.34	$0.61	$0.00	$286.17
Red shirts							
Red shirts sm	cotton/poly blend, one left side pockets. pull over silk-screened with BCC	case	36	$4.25	$0.35	$0.00	$165.70
Red shirts med		case	36	$4.43	$0.37	$0.00	$172.72
Red shirts lg		case	36	$4.53	$0.38	$0.00	$176.62
Red shirts xlg		case	36	$4.78	$0.40	$0.00	$186.36
Red shirts 2xl		case	36	$5.02	$0.42	$0.00	$195.72
Red shirts 3xl		case	36	$5.33	$0.44	$0.00	$207.81
Red shirts 4xl		case	36	$5.76	$0.48	$0.00	$224.57
Red shirts 5xl		case	36	$5.95	$0.49	$0.00	$231.98
Red shirts 6xl		case	36	$6.12	$0.51	$0.00	$238.61
Red shirts 7xl		case	36	$6.28	$0.52	$0.00	$244.84
Yellow Pants							
Yellow Pants sm	cotton/poly blend, No pockets.	case	36	$5.06	$0.42	$0.00	$197.28

Uniforms Manufacturing Inc.

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Yellow Pants med	Pull-on style, elastic waistband and hemmed . bottoms, silk-screened with BCC	case	36	$5.50	$0.46	$0.00	$214.43
Yellow Pants lg		case	36	$5.75	$0.48	$0.00	$224.18
Yellow Pants xl		case	36	$6.02	$0.50	$0.00	$234.71
Yellow Pants 2xl		case	36	$6.06	$0.50	$0.00	$236.27
Yellow Pants 3xl		case	36	$6.12	$0.51	$0.00	$238.61
Yellow Pants 4xl		case	36	$6.37	$0.53	$0.00	$248.35
Yellow Pants 5xl		case	36	$7.34	$0.61	$0.00	$286.17
Yellow shirts							
Yellow shirts sm	cotton/poly blend, one left side pockets. pull over silk-screened with BCC	case	36	$4.25	$0.35	$0.00	$165.70
Yellow shirts med		case	36	$4.43	$0.37	$0.00	$172.72
Yellow shirts lg		case	36	$4.53	$0.38	$0.00	$176.62
Yellow shirts xl		case	36	$4.78	$0.40	$0.00	$186.36
Yellow shirts 2xl		case	36	$5.02	$0.42	$0.00	$195.72
Yellow shirts 3xl		case	36	$5.33	$0.44	$0.00	$207.81
Yellow shirts 4xl		case	36	$5.76	$0.48	$0.00	$224.57
Yellow shirts 5xl		case	36	$5.95	$0.49	$0.00	$231.98
Yellow shirts 6xl		case	36	$6.12	$0.51	$0.00	$238.61
Yellow shirts 7xl		case	36	$6.28	$0.52	$0.00	$244.84

Benton County Sheriffs Office

2009 uniform and linen Quote Sheet

Bob Barker

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Black and white striped pants							
blk and wht striped pant sm	cotton/poly blend, No pockets.	case	36	$0.00	$0.00	$0.00	$0.00
blk and wht striped pant med	Pull-on style, elastic waistband and hemmed . bottoms, silk-screened with BCC	case	36	$6.97	$0.58	$0.00	$271.75
blk and wht striped pant lg		case	36	$6.97	$0.58	$0.00	$271.75
blk and wht striped pant xl		case	36	$6.97	$0.58	$0.00	$271.75
blk and wht striped pant 2xl		case	36	$7.96	$0.66	$0.00	$310.34
blk and wht striped pant 3xl		case	36	$8.97	$0.74	$0.00	$349.72
blk and wht striped pant 4xl		case	36	$9.61	$0.80	$0.00	$374.67
blk and wht striped pant 5xl		case	36	$10.13	$0.84	$0.00	$394.95
Black and white striped shirts							
Blk and Wht striped shirt sm	cotton/poly blend, one left side pockets. pull over silk-screened with BCC	case	36	$0.00	$0.00	$0.00	$0.00
Blk and Wht striped shirt med		case	36	$5.67	$0.47	$0.00	$221.06
Blk and Wht striped shirt lg		case	36	$5.67	$0.47	$0.00	$221.06
Blk and Wht striped shirt xl		case	36	$5.67	$0.47	$0.00	$221.06
Blk and Wht striped shirt 2xl		case	36	$6.25	$0.52	$0.00	$243.68
Blk and Wht striped shirt 3xl		case	36	$6.81	$0.57	$0.00	$265.51
Blk and Wht striped shirt 4xl		case	36	$7.55	$0.63	$0.00	$294.36
Blk and Wht striped shirt 5xl		case	36	$7.74	$0.64	$0.00	$301.77
Blk and Wht striped shirt 6xl		case	36	$8.23	$0.68	$0.00	$320.87
Blk and Wht striped shirt 7xl			36	$11.00	$0.91	$0.00	$428.87

Bob Barker

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Red pants							
Red pants sm	cotton/poly blend, No pockets.	case	36	$7.31	$0.61	$0.00	$285.00
Red pants med	Pull-on style, elastic waistband and hemmed . bottoms, silk-screened with BCC	case	36	$7.31	$0.61	$0.00	$285.00
Red pants lg		case	36	$7.31	$0.61	$0.00	$285.00
Red pants xl		case	36	$7.31	$0.61	$0.00	$285.00
Red pants 2xl		case	36	$7.31	$0.61	$0.00	$285.00
Red pants 3xl		case	36	$8.37	$0.69	$0.00	$326.33
Red pants 4xl		case	36	$8.37	$0.69	$0.00	$326.33
Red pants 5xl		case	36	$8.37	$0.69	$0.00	$326.33
Red shirts							
Red shirts sm	cotton/poly blend, one left side pockets. pull over silk-screened with BCC	case	36	$5.76	$0.48	$0.00	$224.57
Red shirts med		case	36	$5.76	$0.48	$0.00	$224.57
Red shirts lg		case	36	$5.76	$0.48	$0.00	$224.57
Red shirts xlg		case	36	$5.76	$0.48	$0.00	$224.57
Red shirts 2xl		case	36	$6.09	$0.51	$0.00	$237.44
Red shirts 3xl		case	36	$6.42	$0.53	$0.00	$250.30
Red shirts 4xl		case	36	$6.77	$0.56	$0.00	$263.95
Red shirts 5xl		case	36	$7.11	$0.59	$0.00	$277.20
Red shirts 6xl		case	36	$7.50	$0.62	$0.00	$292.41
Red shirts 7xl		case	6	$9.69	$0.80	$0.00	$62.97
Yellow Pants							
Yellow Pants sm	cotton/poly blend, No pockets.	case	36	$7.74	$0.64	$0.00	$301.77

Bob Barker

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Yellow Pants med	Pull-on style, elastic waistband and hemmed . bottoms, silk-screened with BCC	case	36	$7.74	$0.64	$0.00	$301.77
Yellow Pants lg		case	36	$7.74	$0.64	$0.00	$301.77
Yellow Pants xl		case	36	$7.74	$0.64	$0.00	$301.77
Yellow Pants 2xl		case	36	$7.74	$0.64	$0.00	$301.77
Yellow Pants 3xl		case	36	$8.86	$0.74	$0.00	$345.43
Yellow Pants 4xl		case	36	$8.86	$0.74	$0.00	$345.43
Yellow Pants 5xl		case	36	$8.86	$0.74	$0.00	$345.43
Yellow shirts							
Yellow shirts sm	cotton/poly blend, one left side pockets. pull over silk-screened with BCC	case	36	$5.76	$0.48	$0.00	$224.57
Yellow shirts med		case	36	$5.76	$0.48	$0.00	$224.57
Yellow shirts lg		case	36	$5.76	$0.48	$0.00	$224.57
Yellow shirts xl		case	36	$5.76	$0.48	$0.00	$224.57
Yellow shirts 2xl		case	36	$6.09	$0.51	$0.00	$237.44
Yellow shirts 3xl		case	36	$6.42	$0.53	$0.00	$250.30
Yellow shirts 4xl		case	36	$6.77	$0.56	$0.00	$263.95
Yellow shirts 5xl		case	36	$7.11	$0.59	$0.00	$277.20
Yellow shirts 6xl		case	36	$7.50	$0.62	$0.00	$292.41
Yellow shirts 7xl		case	6	$9.69	$0.80	$0.00	$62.97

W

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM BOB BARKER COMPANY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between $5,000 and $25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for inmate-linen and footware; and

Uniforms Manufacturing Inc., Scottsdale, AZ (see attached quote)
Bob Barker Company, Inc., Fuquay-Varina, NC (see attached quote)
Anchortex Corporation, West Berlin, NJ (see attached quote)

WHEREAS, Bob Barker Company Inc. has the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing inmate-linen and footware from Bob Barker Company, Inc. for the calendar year of 2009; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes inmate-linen and footware purchases from Bob Barker Company Inc. for the calendar year of 2009.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna

Prepared by: K Mercer

Benton County Sheriffs Office
2009 uniform and linen Quote Sheet

Bob Barker

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Jail Linen							
Cotton blanket	100% cotton Snag free type 66x90	case	20	$6.24	$0.52	$0.00	$135.16
Unbleached sheet	Unbleached Flat Sheets 48 " x 90"	case of 12	48	$2.73	$0.23	$0.00	$141.92
White bath towel	100% cotton 5.0 lbs per dz 20" x 40"	case of 12	300	$1.17	$0.10	$0.00	$380.13
30x74x4 Mattress	Cover and batting meet or exceed flame resistance standards including DOC Federal flammability (FF-4-72), 16 CFR 1632.4, ASTM E-162 and E-662, FAR 25.853, and California TB 106, 121, 129, and 117 Sections C and D Part 1.	case	1	$29.78	$2.47	$0.00	$32.25
Footwear							
bacteria resistant PVC Sandals							
small med lg xl 2xl	solid sole	case	36	$2.48	$0.21	$0.00	$96.69
3xl			36	1.99	$0.17	$0.00	$77.59
EVA Clogs, Orange	Non-metal rivet connects heel strap to upper shoe, every size	case of 12	1	$76.95	$6.39	$0.00	$83.34

Benton County Sheriffs Office

2009 uniform and linen Quote Sheet

Item	Umi direct Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Jail Linen							
Cotton blanket	100% cotton Snag free type 66x90	case,	50	$7.74	$0.64	$0.00	$419.12
Unbleached sheet	Unbleached Flat Sheets 48 " x 90"	case	50	$5.23	$0.43	$0.00	$283.20
White bath towel	100% cotton 5.0 lbs per dz 20" x 40"	case	300	$1.08	$0.09	$0.00	$350.89
30x74x4 Mattress	Cover and batting meet or exceed flame resistance standards including DOC Federal flammability (FF-4-72), 16 CFR 1632.4, ASTM E-162 and E-662, FAR 25.853, and California TB 106, 121, 129, and 117 Sections C and D Part 1.	case	no bid		$0.00	$0.00	$0.00
Footwear							
bacteria resistant PVC Sandals							
small	solid sole	case	24	$2.65	$0.00	$0.00	$63.60
med			24	$2.65			$63.60
lg			24	$2.65			$63.60
xl			24	$2.65			$63.60
2xl			24	$2.65			$63.60
3xl			24	$2.65			$63.60
							$0.00
EVA Clogs, Orange	Non-metal rivet connects heel strap to upper shoe, every size	case		$0.00	$0.00	$0.00	$0.00

Benton County Sheriffs Office
2009 uniform and linen Quote Sheet

Anchortex

Item	Description	Container	# per case	Cost per Item	Tax	Shipping	Total Cost
Jail Linen							
Cotton blanket	100% cotton Snag free type 66x90	case	1	$7.85	$0.65	$0.00	$8.50
Unbleached sheet	Unbleached Flat Sheets 48 " x 90"	case/doz	12	$2.72	$0.23	$0.00	$35.35
White bath towel	100% cotton 5.0 lbs per dz 20" x 40"	case/doz	12	$1.10	$0.09	$0.00	$14.30
30x74x4 Mattress	Cover and batting meet or exceed flame resistance standards including DOC Federal flammability (FF-4-72), 16 CFR 1632.4, ASTM E-162 and E-662, FAR 25.853, and California TB 106, 121, 129, and 117 Sections C and D Part 1.	case		$0.00	$0.00	$0.00	$0.00
Footwear							
bacteria resistant PVC Sandals							
small med lg xl 2xl 3xl	solid sole	case		$2.50	$0.21	$0.00	$0.00
EVA Clogs, Orange	Non-metal rivet connects heel strap to upper shoe, every size	case		$0.00	$0.00	$0.00	$0.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE AND INSTALATION OF TWO REPLACMENT BOAT ENGINES FOR THE BENTON COUNTY SHERIFF'S OFFICE FROM NORTHWEST MARINE & SPORT, LLC.

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between $5,000 and $25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for the replacement engines needed for the 1997 Wind River Jet Boat and the 1991 Northwest Jet Boat used by the Sheriff's Office; and

Northwest Marine & Sport, LLC, Pasco, WA - $4,721.79 per engine (including installation)
Travelland R.V. Center, LLC, Kennewick, WA - $5,497.18 per engine (including installation)
Sundown Sport & Marine, INC., Richland, WA - $5,908.87 per engine (including installation)

WHEREAS, Northwest Marine & Sport, LLC is the lowest bidder; and

WHEREAS, the Patrol Captain has reviewed the quotes for completeness and recommends purchasing and installation of the two replacement boat engines for the Sheriff's Office from Northwest Marine & Sport, LLC; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Patrol Captain's recommendation and hereby authorizes the purchase and installation of the replacement engines for the 1997 Wind River Jet Boat and the 1991 Northwest Jet Boat from Northwest Marine & Sport, LLC not to exceed $11,000 including WSST; and

BE IT FURTHER RESOLVED, the Board herby authorizes personnel to prepare a services contract for installation to be placed on the consent agenda at a future date for execution.

Dated this _____ day of _____, 2009.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, purchase file

Prepared by: J. Thompson

Northwest MARINE & SPORT

ESTIMATE

00550

Estimate of Repairs

As listed for labor and materials
Verbal agreements not binding[redacted]

Owner	Benton Co Sheriff	Date	2-12-09
Address	Attn: Tom 378-6033	Phone	
Insurance Co.	FAX 783-5852	Contact	
Address		Phone	
Year / Model	Winedriver Jet Boat		

Quan.	Description of Labor or Materials	Part No.	Material		Labor	
	R+R 460 Ford Marine Engine					
1	460 Reman Engine		2697	00		
	Remove Engine					
	Remove all Tin - oil pan, Valve Covers, Timing Cover,					
	Manifolds etc. clean up and put on					
	New engine -					
8	Replace Spark plugs,	2.89 ea	23	12	1288	00
1	oil Filter		9	49		
7	2050 Engine oil (14.0)	4.99	34	93		
3	gallons Anti Freeze	13.99	41	97		
1	Gasket Set		81	47		
1	New Set Spark plug Wire Set		74	69		
	Oil + Anti Freeze disposal, Solvent Cleaner,					
	Gasket Sealer, loctite, Shop Supply's etc.		40	00		
	Tune + River Test					

Parts prices based on standard catalog procurement price lists subject to change without notice.
Procurement and delivery charges may be added for special service on items not available locally.

Old parts removed from boats will be junked unless otherwise instructed in writing.
The above is an estimate based on our inspection and does not cover additional parts or abor which may be required after the work has been opened up. Occasionally after work has started worn parts are discovered which are not evident on first inspection. Because of this the above prices are not guaranteed.

Total Labor	1288	00
Total Material	3002	67
Sub-Total	4290	67
Tax	356	12
Freight & Handling	75	00
Sublet Repairs		
TOTAL	4721.79	

Estimated By: Bill McVeigh Estimate Approved By:

Authorized and Accepted

By Owner Date 2-12-09

2250 Commercial Ave. • Pasco, WA
509-545-5586 or 888-545-2250 • Fax: 509-545-6813

Northwest MARINE & SPORT

ESTIMATE

00550

Estimate of Repairs

As listed for labor and materials
Verbal agreements not binding [redacted]

Owner	Benton Co Sheriff	Date	2-18-09
Address	Attn: Tom 378-6033	Phone	
Insurance Co.	FAX 783-5852	Contact	
Address		Phone	
Year / Model	[redacted]		

Quan.	Description of Labor or Materials	Part No.	Material		Labor	
	R+R 460 Ford Marine Engine					
1	460 Reman Engine		2697	00		
	Remove Engine					
	Remove all Tin - oil pan, Valve Covers, Timing Cover,					
	Manifolds etc. clean up and put on					
	New engine -					
8	Replace Spark plugs,	2.89 ea	23	12	1288	00
1	oil Filter		9	49		
7	2050 Engine oil (14.0)	4.99	34	93		
3	gallons Anti Freeze	13.99	41	97		
1	Gasket Set		81	47		
1	New Set Spark plug Wire Set		74	69		
	oil + AntiFreeze disposal, Solvent Cleaner,					
	Gasket Sealer, loctite, Shop Supply's etc.		40	00		
	Tune + River Test					

Parts prices based on standard catalog procurement price lists subject to change without notice. Procurement and delivery charges may be added for special service on items not available locally.

Old parts removed from boats will be junked unless otherwise instructed in writing.
The above is an estimate based on our inspection and does not cover additional parts or abor which may be required after the work has been opened up. Occasionally after work has started worn parts are discovered which are not evident on first inspection. Because of this the above prices are not guaranteed.

Total Labor	1288	00
Total Material	3002	67
Sub-Total	4290	67
Tax	356	12
Freight & Handling	75	00
Sublet Repairs		
TOTAL	4721.79	

Estimated By: Bill McVeigh Estimate Approved By:

Authorized and Accepted

By Owner Date 2-18-09

2250 Commercial Ave. • Pasco, WA
509-545-5586 or 888-545-2250 • Fax: 509-545-6813

Sundown Sport & Marine, INC.

1238 Columbia Park Trail
Richland, WA 99352
509-783-1649

Estimate

In Date: 2/3/2009
Today Date: 2/12/2009
Date Promised: 2/3/2009

Estimate For:
MORTEN, TOM
509-378-6033
783-5852

Boat Name ***Location***

Units For This Estimate

Service Writer: Jeremy Robbins

Year	Make	Model	Hull / Serial No.	Color	Plate	Key Board	Hours
1988	OTHER	WIND RIVER					

Job: R/R ENGINE REMANDED

Job For: 1988 OTHER WIND RIVER

Description

Parts

Part Number	Quantity	Description	Each Price	Extension
MISC	1	FREIGHT	$100.00	$100.00
15W40	12	HD .15W40 OIL (Delo 400)	$7.99	$95.88
35-883702K	2	FILTER-OIL	$10.99	$21.98
35-802893T	1	FILTER-FUEL	$10.99	$10.99
MISC	1	MISC GASKETS	$72.50	$72.50
			Parts Subtotal	**$301.35**

Labor

Description	Job Code	Technician	Line Total
R/R Engines & Parts		06. TECHNICIAN (6)	$2,180.00
River Test		06. TECHNICIAN (6)	$163.50
		Labor Subtotal	**$2,343.50**

Sublet Labor

Description	Amount
REMANED 460 FORD LB	$2,750.00
Sublet Labor Subtotal	**$2,750.00**

Recommendations

*Removed engine, tear down and replaced with remaned long block. Possible distributor replacement or cam and gear set - additional charges possible.

Resolution

Job Subtotal **$5,394.85**

Sundown Sport & Marine, INC.

1238 Columbia Park Trail
Richland, WA 99352
509-783-1649

Estimate

In Date: 2/3/2009
Today Date: 2/12/2009
Date Promised: 2/3/2009

Estimate For:
MORTEN, TOM
509-378-6033

Boat Name *Location*

Customer Job Totals	
Parts	$301.35
Labor	$2,343.50
Sublet Labor	$2,750.00
Total of Customer Jobs	**$5,394.85**
Other Charges	
ShopSupplies	$61.17
Estimate Subtotal	**$5,456.02**
Sales Tax	$452.85
Repair Order Total	**$5,908.87**
Total Amount Due	**$5,908.87**

Thank You For Your Business!

NO RETURNS ON ELECTRICAL PARTS!
WE ARE NOT RESPONSIBLE FOR THEFT OR DAMGE WHILE ON OUR PREMISES

"PER BOAT". APPLIES TO THE 97 WIND RIVER AND THE 91 NWJ.

TERMS: ☐ MC ☐ VISA ☐

DATE	VIN / SERIAL NO. / HOD #	CHASSIS NO.	LICENSE NO.	YEAR	MAKE	MODEL	REPAIR ORDER
7-12-09	Wind River			97			

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.

DISCLAIMER OF WARRANTIES

THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

SIGNED X _____

TRAVELAND R.V. CENTER, LLC.

915 S. Ely (509) 586-8213

KENNEWICK, WA 99336

WARRANTY CLAIM NUMBER	
DATE IN	MILEAGE IN
DATE RETURNED	MILEAGE OUT
RESIDENCE PHONE	PHONE WHEN READY ☐ YES ☐ NO
BUSINESS PHONE	WRITTEN BY
OWNER ☐ RENTER ☐	REPAIRS CHECKED BY:

NAME Benton County Sheriffs Dept

ADDRESS Atten Tom Morton

CITY STATE ZIP

WRITE SEPARATE TICKET FOR EACH WARRANTY ITEM: ( ) RANGE ( ) REFRIGERATOR ( ) FURNACE ( ) WATER HEATER ( ) AIR CONDITIONER

ROAD SERVICE TO _____ MILES @ _____ PER MILE

STORAGE FEE OF $ _____ PER DAY CHARGED _____ HOURS AFTER REPAIR WORK IS COMPLETED.

COST	QTY	PART NUMBER / DESCRIPTION	SALE
	1	460 CID Long Block	3,000 00
	7	Qts Motor Oil	41 93
	1	Oil filter	8 95
	1	Distributor Assy	300 00
			3350 88

Est only prices on Rebuilt Longblock vary depending on condition of parts when disassembled

OPER. NO.	FIRM	MECH. NO.	LABOR INSTRUCTIONS	AMOUNT
			~~Same Estimate amount would apply to 1991 Northwest Jet. Multiply total times two, to do both Boats~~	
			Full Engine & Disassemble	
20.0			Reassemble with Remanufactured Long Block - Replace Distributor	
			River Test	

Faxed 7-12-09

Again 7-17-09

ESTIMATE		WARRANTY COST	WARRANTY SALE	INTERNAL COST	INTERNAL SALE
PARTS					
LABOR	$				
TOTAL	$				
CUST ACCEPT					
AUTH. ADD.	$				
BY					
TIME & DATE					

DESC.	COST	AMOUNT
LABOR	20.0	1700 00
PARTS ACCESS.		3350 88
SUBLET REPAIRS		
SHOP MATERIALS		25 00
		5075 88
TAX	Exempt	-0-
TOTAL		5075 88

TOTAL PARTS & ACCESSORIES

P.O. NO	SUBLET REPAIRS

TOTAL SUBLET REPAIRS

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE ☐ SAVE

Copyright-The Reynolds and Reynolds Company 1998

TRAVELAND R.V. CENTER, LLC.

Reynolds and Reynolds ORDER TOLL FREE: 1-800-644-0000 FAX: 1-800-441-8456

FORM RV-184 (11/98) CA17413 Q (07/04)

TERMS: ☐ MC ☐ VISA ☐ ____

DATE: 7-12-09

VIN / SERIAL NO. / HEX # | CHASSIS NO. | LICENSE NO. | YEAR | MAKE | MODEL | REPAIR ORDER

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.

DISCLAIMER OF WARRANTIES

THE SELLER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

SIGNED X _____

TRAVELAND R.V. CENTER, LLC.

915 S. Ely (509) 586-8213

KENNEWICK, WA 99336

WARRANTY CLAIM NUMBER

DATE IN	MILEAGE IN
DATE RETURNED	MILEAGE OUT
RESIDENCE PHONE	PHONE WHEN READY ☐ YES ☐ NO
BUSINESS PHONE	WRITTEN BY
OWNER ☐ RENTER ☐	REPAIRS CHECKED BY:

NAME Benton County Sheriffs Dept

ADDRESS Attn Tom Morton

CITY _____ STATE _____ ZIP _____

WRITE SEPARATE TICKET FOR EACH WARRANTY ITEM: ( ) RANGE ( ) REFRIGERATOR ( ) FURNACE ( ) WATER HEATER ( ) AIR CONDITIONER

ROAD SERVICE TO _____ MILES @ _____ PER MILE

STORAGE FEE OF $ _____ PER DAY CHARGED _____ HOURS AFTER REPAIR WORK IS COMPLETED.

COST	QTY	PART NUMBER / DESCRIPTION	SALE
	1	460 CID Long Block	3,000 00
	7	Qts Motor Oil	41 93
	1	Oil Filter	8 95
	1	Distributor Assy	300 00
			3350 88

Est. only prices on Rebuilt Longblock vary depending on condition of parts when disassembled

OPER. NO.	TIME	MECH. NO.	LABOR INSTRUCTIONS	AMOUNT
			Pull Engine & Disassemble	
20.0			Reassemble with Remanufactured Long Block - Replace Distributor	
			River Test	

Faxed 7-12-09

TOTAL PARTS & ACCESSORIES

P.O. NO.	SUBLET REPAIRS

TOTAL SUBLET REPAIRS

ESTIMATE

PARTS	$
LABOR	$
TOTAL	$
CUST. ACCEPT	
AUTH. ADD.	$
BY	
TIME & DATE	

WARRANTY COST	WARRANTY SALE	INTERNAL COST	INTERNAL SALE

DESC.	COST	AMOUNT
LABOR	20.0	1700 00
PARTS ACCESS.		3350 88
SUBLET REPAIRS		
SHOP MATERIALS		25 00
		5075 88
TAX	Exempt	-0-
TOTAL		5075 88

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE ☐ SAVE

Copyright The Reynolds and Reynolds Company 1998

Reynolds and Reynolds ORDER TOLL FREE: 1-800-344-0998 FAX: 1-800-621-6085

TRAVELAND R.V. CENTER, LLC.

FORM RA184 (11/98) CA17413 G (07/04)

Ross B. Dunfee, P.E.
Public Works Director / County Engineer
Steven W. Becken
Asst. Director/Asst. County Engineer

Benton County
Department of Public Works

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

9:05

To: Board of County Commissioners

From: Steven W. Becken, Asst. Co. Eng./Asst. Pub. Wks. Dir.

RE: Proposed County Road Improvement District #20

Date: March 11, 2009

Because of the apparent difficulty in selling bonds for the above referenced County Road Improvement District (CRID) the lead petitioner, Thayne Wiser, has requested the limits of construction for the roads within the CRID be scaled down to the railroad crossing only.

The estimated cost of the crossing is $480,815.00. Mr. Wiser is proposing to construct the interior roads of the originally proposed CRID without utilizing the CRID method of financing and has requested that the County pay its share of the cost of the roadway adjacent to the lot owned by the County.

The total estimated cost of Wiser Boulevard is $1,358,700.00. The estimated cost of the roadway adjacent the County property is $145,350.00. The County would be responsible for the cost of one half of the road or $72,675.00. This was briefly discussed with Ryan Brown, Prosecuting Attorney's Office, who did not foresee a problem with paying our share of the road adjacent our property based upon actual costs.

Because the CRID now being requested is for the railroad crossing only, the petition method of forming the CRID cannot be used. RCW 36.88.050 states that the signers of the petition must be "...an aggregate amount of a majority of the lineal frontage upon the improvement to be made and of the area within the limits of the assessment district to be created therefore." The railroad is not a signer of the petition and they would be the only ones having frontage, therefore the petition would fail to meet the criteria for formation of a CRID.

Utilizing the CRID method to construct the railroad crossing would require the Board to form the district by resolution. After the Board passes a resolution of intension to form a CRID, each landowner would be required to vote on the formation. Each landowner would have one vote per dollar of assessment. A simple majority of the votes cast would then determine whether or not the district was formed.

Another method to construct the crossing would be for the County to determine that the crossing is a public necessity that would be paid for solely by the County from County road funds when they become available.

Utilizing either of these methods will require the Board pass a resolution declaring CRID #20 null and void.

INTERLOCAL AGREEMENT FOR THE REFORMATION OF GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK

This Agreement is made and entered into by and among the several counties organized and existing as political subdivisions under the Constitution and laws of the State of Washington which are signatory to this Agreement and shall replace all prior Agreements concerning Greater Columbia Behavioral Health ("GCBH") and/or Greater Columbia Regional Support Network which are hereby terminated and revoked. The purpose of this Agreement is to change the manner in which GCBH is governed.

RECITALS

WHEREAS, The State of Washington legislature has adopted RCW 71.24 as amended from time to time, instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has adopted RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from RCW 39.34 which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each member county desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into for continuing and expanding GCBH, which shall be organized under RCW 71.24-Community Mental Health Services Act, and RCW 39.34-Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member ~~governments~~counties.

ARTICLE 2

PARTIES TO AGREEMENT

The counties that are party to this agreement are as follows: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Skamania, Walla Walla, Whitman and Yakima. Each member county that is a party to this Agreement certifies that it intends to participate with all other member ~~government~~counties

to this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement. Each party also agrees that the cancellation or withdrawal of a party shall not affect this Agreement nor any other rights or duties under this Agreement.

ARTICLE 3

EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective when signed by all member ~~government~~counties~~s~~ and posted on the GCBH website and shall continue until terminated by a majority of the member ~~governments~~counties.

ARTICLE 4

MEMBERSHIP COMPOSITION

Membership, pursuant to RCW 71.24 as amended from time to time, shall be limited to the several counties of and in the State of Washington. GCBH through its Bylaws shall provide for the reasonable admission of new member ~~governments~~counties. In accordance with RCW 71.24.300 the member ~~governments~~ counties shall include tribal authorities in the administration and management of GCBH. As signatories to the Agreement the counties shall be known as the "member counties". The tribal authority appointed to GCBH, if any, shall be known as the "member tribal authority". ~~The collective term to describe the member counties and the member tribal authority shall be known as "member governments".~~ A new member county may join GCBH after approval of majority vote of the Governing Board and shall become an active participant member of GCBH commencing on the date specified by the Governing Board.

ARTICLE 5

NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by RCW 71.24 as amended and shall act through a Governing Board of Directors ("Governing Board") of the RSN performing all the functions and duties normally expected of a Board of Directors. The Governing Board of Directors of the RSN shall be responsible for implementation of all requirements of RCW 71.24 as amended from time to time. In addition, an Operational Board ("Operational Board") shall be formed and have all authority to act on behalf of the RSN that is given to it by the Governing Board.

ARTICLE 6

ORGANIZATION

I. GOVERNING BOARD

A. GOVERNING BOARD OF DIRECTORS. GCBH shall be governed by a Governing Board which shall be composed of one Director from each member county. Each member county may also appoint an Alternate Director to act on behalf of the c~~C~~ounty in the event the Director is not available. Directors and

Alternate Directors, except for the Tribal Director and the Tribal Alternate Director, described below, shall be County Commissioners appointed by the Boards of County Commissioners respectively of member counties.

Each county shall appoint a Director and one Alternate Director in the manner set forth above. Alternate Directors shall have the same authority to attend, participate in, and vote at any meeting of the Governing Board or a Committee as that member county's Director when such Director is absent from the meeting. Each Director shall have one vote.

B. OFFICERS. The Governing Board shall elect officers to govern GCBH as provided by its Bylaws. Each officer must be a Director and may not be an Alternate Director. An Alternate Director may not act in place of an Officer in the capacity of the Officer.

C. MEETINGS. The Governing Board shall provide for regular quarterly meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. A quorum of the Governing Board shall be defined as a majority of the Directors (or Alternate Director if the Director is not present) from the member counties.

D. AUTHORITY OF GOVERNING BOARD. The Governing Board shall have the authority and power to adopt Bylaws which shall be consistent with this Agreement and shall be binding on all members. The Governing Board also shall have the authority to establish necessary committees to assist the Governing Board in the performance of its duties. The Governing Board~~Board~~ shall establish all policies for GCBH, and shall approve all budgets for expenditures. The Governing Board may delegate any and all powers it has to the Operational Board as it sees fit.

II. OPERATIONAL BOARD

A. OPERATIONAL BOARD. An Operational Board shall be established by the Governing Board. This Operational Board shall consist of one (1) member from each member county. Each Operational Board member shall be appointed by the member county in a manner approved by each member county's Board of County Commissioners.

B. OFFICERS. The Operational Board shall elect officers as provided by the GCBH Bylaws.

C. MEETINGS. The Operational Board shall meet regularly on a monthly basis and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. A quorum of the Operational Board shall be a majority of the members then appointed to the Operational Board.

D. AUTHORITY OF OPERATIONAL BOARD. The Operational Board shall have all authority granted to it by the Governing Board and Bylaws. The Operational Board shall have the authority to advise the Governing Board on policy and budget. The Operational Board shall have the authority to approve previously budgeted expenditures. The Operational Board shall have the authority to advise the GCBH Director regarding all operational practices, procedures, policies and expenditures. The Operational Board shall not have the authority to adopt governing policy or budgets, but shall advise the Governing Board concerning these matters.

ARTICLE 7

INSURANCE AND INDEMNIFICATION:

A. The member ~~governments~~ counties of GCBH shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable laws of their respective ~~government~~ county for any acts or omissions related to the performance of services under this Interlocal Agreement. The member ~~governments~~ counties shall assure the coverage applies to claims after termination of this Agreement that relate to services provided under this Interlocal Agreement in accordance with the applicable laws of their respective ~~government~~county. The member ~~governments~~ counties shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds provided to the member ~~government~~county. Evidence of such insurance shall be promptly provided to GCBH upon its written request. The member ~~governments~~ county shall not permit such policy(ies) to lapse without first providing GCBH at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

B. The member ~~governments~~ counties shall indemnify and hold harmless each and every other member ~~government~~ county of GCBH, including each member ~~government's~~ county's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of that member ~~government's~~ county's actions or obligations under this Agreement.

C. GCBH shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable Bylaws of GCBH and consistent with the laws of the member ~~government~~ county for any acts or omissions related to the performance of services. GCBH shall name each member ~~government~~ county as an additional insured and this coverage shall be the primary coverage in order to shield the governmental interests of the member ~~government~~county. GCBH shall assure the coverage applies to claims after termination of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of GCBH in accordance with the applicable laws of the member ~~government~~county. GCBH shall be solely responsible for any deductible amounts required under such policies; however, said costs are normal business expenses to be paid out of available GCBH funds without any offset to the funds provided to the member ~~government~~county(ies). Evidence of such insurance shall be promptly provided to the member ~~government~~county(ies) upon its written request. GCBH shall not permit such policy(ies) to lapse without first providing the member ~~government~~ county at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

D. GCBH shall indemnify and hold harmless each and every other member ~~government~~ county of GCBH, including but not limited to, each member ~~government's~~ county's officers, director, employees, agents, and representatives, from any and all claims, including reasonable attorneys' fees, which arise out of GCBH's actions or obligations under this Agreement.

E. The member ~~governments~~ counties have no obligation to indemnify and hold harmless GCBH, including but not limited to, each officer, director, employee, agent and representative; except for member ~~government's~~ county's own omissions or neglect.

F. The member counties agree that in all agency delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

G. Each Director and Alternate Director of the Governing Board and member of the Operational Board shall be a covered insured by GCBH for any and all official acts performed by such individual.

ARTICLE 8

ADMINISTRATIVE ENTITY

The Governing Board shall have a Business Office which shall be given general administrative responsibility for the GCBH activities including acting as the fiscal agent for GCBH.

ARTICLE 9

BUDGET AND RECORDS

A. BUDGET. The Governing Board shall establish and maintain biennial budgets for the operation of GCBH, with advice from the Operational Board.

B. AUDIT REPORT. GCBH, on behalf of the Governing Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of GCBH shall be open to inspection at all reasonable times at the request of the Governing Board Director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Governing Board Director. Said audit of GCBH shall be performed by the Washington State Auditor's Office as required by law. Costs of said audit shall be a normal expense of GCBH.

The member counties shall provide necessary financial data to GCBH in order to allow GCBH to meet compliance requirements for all funds.

ARTICLE 10

CANCELLATION AND WITHDRAWAL

A. CANCELLATION. A member county's participation in this Agreement and in GCBH may be involuntarily cancelled for cause at any time by an affirmative vote of three quarters (3/4) of the entire Governing Board. Cause for cancellation shall include, but not be limited to:

1. failure to participate in a majority of meetings of the Governing Board,
2. failure to meet applicable regional goals and standards in a good faith effort, as set forth by the State of Washington and the GCBH Governing Board,
3. failure to notify the Governing Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health or other contract, or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six (6) months after the date of Governing Board action unless a different period is otherwise determined by the Governing Board. Until the effective date, the cancelled member county shall still benefit from the services of GCBH.

B. WITHDRAWAL. No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three (3) month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. EFFECT OF CANCELLATION AND WITHDRAWAL. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

D. INITIAL CONTRACT APPROVAL/EXCEPTION. Notwithstanding any other provision of this Interlocal Agreement, each member county reserves the right to approve the initial contract between the State of Washington and GCBH. Any member county not approving the initial or renewal contract shall be permitted to terminate its obligation under this Agreement, withdraw from GCBH, and be free and clear from liability under this Agreement, except for that terminating member county's proportionate share of any obligations incurred prior to termination. A member county shall only terminate under this section by giving written notice to its intent to terminate within 30 days after receipt by that member county of a copy of the State of Washington GCBH contract. Termination shall be effective within five (5) calendar days after the Business Office receives the written notice of intent to terminate.

ARTICLE 11

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of a majority of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

ARTICLE 12

PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

B. CONTINGENT LIABILITIES. Upon termination, the Governing Board shall wind up and dissolve the business affairs of GCBH. The assets, reserves, property, and bonds or insurance policies shall first be applied to the claims against GCBH. The Governing Board shall then determine, and member counties shall pay, each member county's fair share of any additional amounts necessary for final disposition of all claims and if applicable divide all assets in the manner set forth in the bylaws.~~.~~

ARTICLE 13

LEGAL NOTICES

Legal Notices to each member county shall be sent prepaid by certified mail to its Director of the respective member county at such addresses as may be given in writing to GCBH.

ARTICLE 14

AMENDMENTS

This Agreement may be amended at any time by the written approval of the Boards of Commissioners of all member counties except as provided in Article 3, Duration of Agreement.

ARTICLE 15

PROHIBITION AGAINST ASSIGNMENT

No member county may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any member county shall have any right, claim, or title to any part, share, interest, fund, or asset of GCBH.

ARTICLE 16

ENFORCEMENT AND VENUE

This Agreement and others subsidiary hereto, including agency and delegation agreements with GCBH, shall be interpreted according to the laws of Washington State. Exclusive jurisdiction over cases arising under it shall be in Washington State courts. Venue shall be determined by the GCBH ~~Operational~~ Governing Board prior to commencement of any such action.

ARTICLE 17

DEFAULT

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the sixty (60) day period.

ARTICLE 18

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 19

SEVERABILITY

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law

ARTICLE 20

TIME

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 21

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 22

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 23

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 24

AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

Date:

Signatures

Working draft to include Interlocal changes
2.25.09

Greater Columbia Behavioral Health
Bylaws

Article 1 Offices

1. Regional Office. The Regional Office of Greater Columbia Behavioral Health ("GCBH") shall be located in Benton County, Washington. The Governing Board ~~of Directors~~ of GCBH may change the location of the Regional Office provided, however, that the office shall always be located within one of the ~~Member~~ member ~~Governments~~ counties of GCBH.

2. Other Offices. The Governing Board ~~of Directors~~ may establish other offices at any time, at any place within one or more ~~Member~~ member ~~Governments~~counties.

Article 2 Governing Board of Directors

1. General Powers. The affairs of GCBH shall be managed by its Governing Board of Directors ("Governing Board").

2. Composition and Selection. GCBH shall be governed by a Governing Board ~~of Directors ("Board")~~ which shall be composed of one Director from each ~~Member Government~~member county. Each Director shall be appointed by and serve at the pleasure of their respective member county's Board of County Commissioners ~~Member Government~~. Each ~~Member Government~~ member county shall also appoint at least one Alternate Director who shall also be a County Commissioner.

   (a) An Alternate Director shall attend meetings and vote in the absence of the Director. "Absence," as the term is used in this section, includes "vacancy" as defined below in this Article.

   (b) Appointment of a Governing Board ~~member~~ Director shall be effective upon receipt of a written notice of appointment at the GCBH Regional Office. Removal of a Governing Board ~~member~~ Director by a ~~Member Government~~member county shall be effective upon receipt of a written notice of termination at the GCBH Regional Office.

   (c) If a ~~Member Government's~~member county's membership in GCBH is terminated for any reason by any method, that ~~Member Government~~ member county shall no longer have a Director on the Governing Board, Operational Board or on any Committee created by the Board.

3. Vacancies. A vacancy in the Board shall exist in case of death, resignation, expiration of term, or removal of a Director by the ~~Member Government~~member county that made the appointment, or when the Director ceases to be an employee

or official of the appointing ~~Member Government~~member county. Vacancies in the positions of Director or Alternate Director shall be filled in the manner provided by these Bylaws for regular appointment of such persons.

4. Compensation. Reasonable and necessary expenses incurred by members of the Governing Board for attendance at meetings of the Board and its committees, or in pursuit of GCBH business, may be reimbursed.

5. Meetings.

   (a) Annual Meetings. The annual meeting of the Governing Board shall be held in January of each year at a date and time designated by the Governing Board. At the meeting, the affairs of GCBH shall be considered and any other business may be transacted which is within the powers of the Governing Board. The election of officers shall take place every even-numbered year for a two year term.

   (b) Regular Meetings. ~~The Chair of the~~A quarterly meeting schedule shall be established for Governing Board including an annual meeting held in January. ~~shall establish the dates for regular monthly meetings.~~ The annual meeting held in January shall serve as a regular meeting. Quarterly meetings shall be held in January, April, June and October.

   (c) Special Meetings. Special meetings of the Governing Board, for the purpose of taking any action which is within the powers of the Governing Board, may be called at any time by the Chair or by not less than seven (~~7~~6) Directors. Upon receipt of a written request that a special meeting of the Governing Board be called for any proper purpose, the Chair forthwith shall cause notice to be given to the ~~Member Governments~~member county that a meeting will be held at a time requested by the Chair or Directors calling the meeting. The meeting shall be held not less than twenty-four (24) hours nor more than twenty-one (21) days after receipt of the request. No business other than that specified in the notice of the special meeting shall be transacted at that meeting. Special meetings may be by means of a conference telephone or similar communications equipment. All persons participating in a telephone conference meeting must hear each other simultaneously. Participation by such means shall constitute presence in person at the meeting.

6. Notice. Notice of each annual, regular and special meeting shall be given to each Director by mail, fax, email or other means of communication, in the manner provided by law. Such notice shall specify:

   (a) The place, the date, and the hour of such meeting;

(b) A proposed agenda for the meeting which, providing the meeting is not a special meeting, shall not preclude the Governing Board from addressing matters not on the proposed agenda;

(c) Such other matters, if any, as may be expressly required by statute or by the Interlocal Agreement creating GCBH.

7. Place of Meeting. All meetings of the Governing Board shall be held at the Regional Office or at a place designated by the Chair.

8. Quorum. A majority of the Directors of the Board shall constitute a quorum for the transaction of business. The Board must have and maintain a quorum in order to do business and take board action.

9. Adjourned Meetings.

(a) Adjournment. Any meeting of the Governing Board, regardless of whether a quorum is present, may be adjourned from time to time by the vote of a majority of the Directors present.

(b) Notice. When any meeting of the Governing Board is adjourned for ten (10) days or more, notice of the reconvening of an adjourned meeting shall be given as in the case of an original meeting. When reconvening an adjourned meeting for less than the (10) days, except as specifically provided herein or by law, it shall be unnecessary to give any notice of the time and place or of the business to be transacted, other than by announcement of the time and place of reconvening at the meeting at which such adjournment is taken.

10. Rules of Procedure for Meetings. All meetings of the Board shall be conducted in accordance with Robert's Rules of Order, except where such are in conflict with the law, the Interlocal Agreement creating GCBH, or these Bylaws, whereupon the later three in the listed order of priority shall govern over Robert's Rules of Order.

Voting. Member ~~governments~~ counties which are members on the day of a meeting of the Governing Board shall be entitled to vote at the meeting. Every ~~Member Government~~member county shall have one vote. ~~Proxy voting shall be permitted only upon the receipt of written authorization for such proxy signed and dated by the absent Board member and submitted to the Chair prior to the vote and acknowledged by the Chair for the record. Separate authorization shall be required for each meeting of the Board. A vote of the majority of those Directors by proxy and as present at a meeting shall be sufficient to constitute action by the Board.~~

~~On the day of the Board of Directors meeting, in the event of an emergency preventing a Board member's attendance at the meeting, a majority vote of the Board members present may allow the acceptance of a verbal (telephone) proxy offered by the member, and auditorily witnessed by two Board members. An~~

~~emergency is defined as an unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.~~

Article 3 Officers

1. Officers. The officers of GCBH shall be a Chair, no more than two Vice Chairs, Secretary and Treasurer. The Board may in addition provide for other officers as it deems necessary for the performance of the business of the ~~GCRSN~~GCBH. Officers of the Governing Board shall be Directors, and not Alternate Directors.

2. Election and Term of Office. Officers of ~~GCBH~~ the Governing Board shall be elected by the Board, from its members, at the annual meeting in January and shall serve a term of two years, or until replaced by subsequent election. Each officer's term shall commence upon that officer's election.

3. Removal. Any officer may be removed without cause by a two-thirds vote of the Board at any regular or special meeting at which a quorum is present.

4. Resignation. An officer may resign at any time by giving written notice to the Governing Board or to the Chair. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

   Upon resignation, removal or otherwise occurring vacancy of an officer, the Governing Board shall hold an election at the next regular meeting to fill the position for the remainder of the term.

5. Chair. The Chair shall be the Chief Executive Officer of GCBH and in general shall supervise the business and affairs of GCBH. The Chair shall chair the Govering Board ~~and the Executive Committee,~~ and shall have such other powers and duties as may be prescribed by the Governing Board or these Bylaws.

6. Vice Chairs. In the absence of the Chair or in the event of his/her inability or refusal to perform the duties of the Chair, ~~at the direction of the Executive Committee or Board,~~ a Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of the Chair.

7. Secretary. The Secretary shall assure that minutes of actions are taken at all meetings of the Governing Board, the notices given thereof, the names of those present at the meetings and the proceedings thereof, shall be sent to each Director. The minutes of all meetings of the Governing Board shall be sent as soon as possible after each meeting. The Secretary shall assure that meeting notices are given in accordance with the bylaws. The Secretary shall assure that the official GCBH documents and records, including the book of minutes of Board meetings

and a list of all Directors and Alternate Directors, are kept at the Regional Office of GCBH. The Secretary shall assure distribution to the Directors copies of the same, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

8. Treasurer. The Treasurer shall assure that adequate and correct financial records of GCBH, including accounts of its assets, liabilities, receipts and disbursements, are kept and maintained and reported as directed by the Governing Board. The Treasurer shall assure that financial adopted policies and procedures shall be followed and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

~~Executive Committee. The Executive Committee shall consist of the Chair, no more than two Vice Chairs, Secretary, Treasurer, and immediate past Chair. Each Executive Committee member has one vote. The Regional Advisory Board Chair shall be an ex-officio, non-voting member. The Chair shall chair the committee, which shall meet monthly unless canceled by the Chair. The Board shall avoid a Board member majority on the Executive Committee.~~

~~Duties. The Executive Committee shall have the following powers and duties:~~

~~Recommends to the Board adoption of the budget and approval of the monthly expenditures.~~

~~Conducts or authorizes general business of GCBH at the pleasure of the Board.~~

~~(b) Board Review. The Board shall review, approve, disapprove or modify all acts of the Executive Committee. Each Board member shall be provided a copy of the minutes of Executive Committee meetings. A majority vote of the Board shall supersede any acts of the Executive Committee.~~

~~Unless so authorized by the Board, the Executive Committee shall not have any power or authority to bind GCBH by any contract or engagement or to pledge or to render it liable for any purpose or to any amount.~~

Article 4 Operational Board

1. Duties. The Operational Board shall be established by the Governing Board.

2. Composition and Selection. The Operational Board shall be composed one (1) member from each member county. Each member shall be appointed by and serve at the pleasure of their member county's Board of County Commissioners.

   (a) Appointment of an Operational Board member shall be effective upon receipt of a written notice of appointment at the GCBH Regional Office. Removal of an

Operational Board member shall be effective upon receipt of a written notice of termination at the GCBH Regional Office.

(b) If a member county's membership in GCBH is terminated for any reason by any method, that member county shall no longer have representation on the Operational Board.

3. Vacancies. A vacancy in the Operational Board shall exist in case of death, resignation, expiration of term, or removal of a member by the member county that made the appointment, or when the member ceases to bea n employee or official of the appointing member county.

4. Compensation. Reasonable and necessary expenses incurred by members of the Operational Board for attendance at meetings of the Operational Board may be reimbursed.

5. Meetings.

(a) Annual Meetings. The annual meeting of the Operational Board shall be held in January of each year. An appointment of a chair and vice chair shall take place every even year for two year term. These appointments will be made by the Governing Board Chair.

(b) Regular Meetings. Regular meetings of the Operational Board shall occur once per month. The annual meeting in January whall serve as a regular meeting.

(c) Special Meetings. Special meetings of the Operational Board, for the purpose of taking any action which is within the powers of the Operational Board, may be called at any time by the Chair or by not less than seven (6) members. Upon receipt of a written request that a special meeting of the Operational Board be called for any proper purpose, the Chair forthwith shall cause notice to be given to the member county that a meeting will be held at a time requested by the Chair or members calling the meeting. The meeting shall be held not less than twenty-four (24) hours nor more than twenty-one (21) days after receipt of the request. No business other than that specified in the notice of the special meeting shall be transacted at that meeting. Special meetings may be by means of a conference telephone or similar communications equipment. All persons participating in a telephone conference meeting must hear each other simultaneously. Participation by such means shall constitute presence in person at the meeting.

6. Notice. Notice of each annual, regular and special meeting shall be given to each Operational Board member by mail, fax, email or other means of communication, in the manner provided by law. Such notice shall specify:

(a) The place, the date, and the hour of such meeting;

(b) A proposed agenda for the meeting which, providing the meeting is not a special meeting, shall not preclude the Operational Board from addressing matters not on the proposed agenda;

(c) Such other matters, if any, as may be expressly required by statute or by the Interlocal Agreement creating GCBH.

7. Place of Meeting. All meetings of the Operational Board shall be held at the Regional Office or at a place designated by the Chair.

8. Quorum. A majority of the members of the Operational Board shall constitute a quorum for the transaction of business. The Board must have and maintain a quorum in order to do business and take board action.

9. Adjourned Meetings.

(a) Adjournment. Any meeting of the Operational Board, regardless of whether a quorum is present, may be adjourned from time to time by the vote of a majority of the members present.

(b) Notice. When any meeting of the Operational Board is adjourned for ten (10) days or more, notice of the reconvening of an adjourned meeting shall be given as in the case of an original meeting. When reconvening an adjourned meeting for less than the (10) days, except as specifically provided herein or by law, it shall be unnecessary to give any notice of the time and place or of the business to be transacted, other than by announcement of the time and place of reconvening at the meeting at which such adjournment is taken.

10. Rules of Procedure for Meetings. All meetings of the Operational Board shall be conducted in accordance with Robert's Rules of Order, except where such are in conflict with the law, the Interlocal Agreement creating GCBH, or these Bylaws, whereupon the later three in the listed order of priority shall govern over Robert's Rules of Order.

11. Voting. Member counties which are members on the day of a meeting of the Operational Board shall be entitled to vote at the meeting. Every member county shall have one vote.

12. Appointments of Chair and Vice Chair. The Chair and Vice Chair of the Operational Board shall be appointed by the Governing Board Chair at the annual meeting of the Governing Board in January and shall serve a term of two years. Each two year term shall commence upon the date of appointment.

13. Authority. The Operational Board shall have authority to:

(a) Advise the Governing Board on policy and budget,
(b) Approve previously budgeted expenditures,
(c) Advise the GCBH Director regarding all operational practices, procedures, policies and expenditures.
The Operational Board shall not have the authority to adopt governing policy or budgets, but shall advise the Governing Board concerning these matters.

Article ~~4~~5 Committees

1. Committees. The Chair may appoint Directors to committees to assist the Operational Board with its duties. The Governing Board and/or Chair shall create committees by resolution which shall include information regarding the membership, parameters of the committee, allocation of funding, reporting structure and a review date.

Article ~~5~~ 6 Regional Office

Appointment and Removal. The Governing Board shall hire a~~n RSN/PHP Coordinator~~Director who shall serve at the pleasure of the Governing Board. Such employment shall be at will with such terms and conditions as approved by the Governing Board and determined to be appropriate. In the absence of ~~an RSN/PHP Coordinator~~a Director, a ~~Member Government~~member,county Director shall at the request of the Governing Board, act as the ~~RSN/PHP Coordinator~~Director on a temporary basis and be responsible for the day to day conduct of GCBH business until a new ~~RSN/PHP Coordinator~~Director may be employed.

Powers and Duties. The Regional Office through the ~~RSN/PHP Coordinator~~Director shall:

(a) carry out the orders of the ~~Executive Committee and the~~Governing Board and Operational Board and shall be responsible ~~to the Executive Committee and the Board~~ for the efficient administration of the affairs of GCBH;

(b) keep the ~~Executive Committee and the~~ Governing Board and Operational Board advised of the affairs of GCBH;

(c) have such other powers and duties as may be determined by the Governing Board;

(d) accept and deposit all funds with the Treasurer of the ~~Member Government~~member county in which the Regional Office is located;

(e) assure that all funds are invested by the ~~Member Government~~member county Treasurer for the sole benefit of GCBH;

(f) submit a register of revenues and expenditures to the ~~Executive Committee~~Operational Board for review and approval.

3. Authorization to Sign Contracts. The Governing Board may authorize the ~~RSN/PHP Coordinator~~Director to enter into any contract or execute any instrument in the name of and on behalf of GCBH, and such Board authorization may be general or confined to specific instances. Unless so authorized by the Governing Board, the ~~RSN/PHP Coordinator~~ Director shall not have any power or authority to bind GCBH by any contract or engagement or to pledge or to render it liable for any purpose or to any amount.

4. The ~~RSN/PHP Coordinator~~ Director shall have authority to hire, dismiss, and supervise all employees of GCBH subject to GCBH Policies and Procedures.

Article ~~6~~ 7 Operations and Finances

1. Each ~~Member Government~~member county of GCBH shall receive all funding as approved by the Board of Directors.

2. Accounts. The Board shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles (GAAP) and the Washington State Budget Accounting Reporting System ("BARS").

3. Fiscal Year. The fiscal year of GCBH shall be from July 1 through June 30.

4. Audit. The Board shall provide for an annual audit of the accounts and records of GCBH by either the State Auditor or a Certified Public Accountant. Such audit shall conform to generally accepted accounting practices. Audit costs shall be borne by GCBH administrative costs.

5. Deposit of Funds and Warrants. All funds of GCBH shall be deposited with the member ~~government~~ county in which the Regional Office is located. All expenses of GCBH shall be processed by the ~~Member Government~~member county using GCBH funds.

6. Annual Report. The Board shall send an annual report to the ~~Member Governments~~member counties not later than four (4) months after the close of each fiscal year. Such report shall contain a balance sheet as of the end of the fiscal year, an income statement and statement of changes in financial position for the fiscal year, the annual audit report.

7. Inspection of GCBH Records. The accounting books and records, the list of ~~Member Governments'~~ member county's designated representatives, and minutes of proceedings of the Board of Directors shall be open to public inspection at any reasonable time. The right of inspection includes the right to copy and make extracts.

8. Pre-Existing Facilities and Assets. All assets used by GCBH and owned by a ~~Member Government~~member county prior to the establishment of GCBH shall remain the property of the member ~~government~~ county during the duration of GCBH and following any dissolution of GCBH and concluding its affairs.

9. Capital Improvement of Pre-Existing Facilities and Assets. GCBH shall have the authority, upon the agreement of the owning member ~~government~~county, to make capital improvements to any pre-existing asset or facility. In the event of termination of the owning member ~~government~~ county as a member, the Board of Directors shall determine the Fair Market Value of the improvement as of the date of termination or dissolution. The decision of the Board shall be binding and not appealable. The owning member ~~government~~ county shall pay to GCBH the fair market value of the improvements. All capital improvements to pre-existing assets and facilities shall become and remain the property of the owning Member ~~Government~~ county subject to GCBH's claim to reimbursement as set forth in this paragraph.

10. Assets and Facilities Acquired by GCBH. GCBH shall have authority to acquire, manage and operate any asset or facility in its own name as the Board of Directors may deem appropriate. Any asset or facility so acquired shall be the property of GCBH and not any ~~Member Government~~ member county. In the event any ~~Member Government~~ member county terminates its membership of GCBH, it shall not have any claim against GCBH or any of its ~~Member Governments~~ member counties or the asset or facility of GCBH or the value thereof.

11. Assets and Facilities Owned by GCBH. In the event of a dissolution of GCBH, each ~~Member Government~~member county shall receive its pro-rata share of the value of each asset or facility owned by GCBH as determined by the GCBH Board of Directors.

12. Operation of Facilities. GCBH shall have the authority to operate facilities and provide direct client services as determined by the Board and permitted by law.

13. Revenue. GCBH is authorized to accept revenue from the State of Washington, the U.S. Government, ~~Member Governments~~member counties and any other source which is not precluded by any law governing GCBH.

14. Budget. The Board shall adopt an annual budget consistent with anticipated revenue from all sources. The Board shall have no authority to adopt a budget in which expenditures exceed revenue plus cash reserves.

15. Excess Financial Obligations. In the event GCBH incurs financial obligations which are in excess of its budget and its cash reserves, this financial obligation shall be paid by the ~~Member Governments~~member counties in the same proportion as their share of GCBH funding.

Article ~~7~~ 8 New Members ~~Governments~~

1. Membership. A new ~~Member Government~~member county may join GCBH, after approval of a majority vote of the Board and shall become an active participant member of GCBH commencing on the date specified by the Board.

2. New Member ~~Government~~ County Interest in GCBH Assets. A new ~~Member Government~~member county shall not assume any liability of GCBH, funded or unfunded, which arose prior to the date it became a member of GCBH. A new ~~Member Government~~member county shall have no claim to any assets of GCBH which were acquired by GCBH prior to the date the new ~~Member Government~~member county became a member. In accordance with Article 6, a new ~~Member Government~~member county shall share in GCBH liabilities and assets arising or acquired after the date the ~~Member Government~~member county becomes a member.

Article ~~8~~ 9 Duty to Indemnify and Hold Harmless

1. Member ~~Government~~ County Operated Facilities and Member ~~Government~~ County Providing Services. In the event any ~~Member Government~~member county shall operate a facility or in any other manner provide direct service to clients, and such action shall result in a claim being made against GCBH, the member county ~~Member Government~~ providing the service or operating the facility shall have the obligation to appear and defend any such claim without any right to reimbursement or contribution by GCBH. In addition, the member county ~~Member Government~~ shall indemnify and hold GCBH, its Board, its employees and agents harmless from liability for any such claim.

2. GCBH Operated Facilities and GCBH Providing Services. In the event GCBH shall operate any facility or in any other manner provide direct service to clients, and such action shall result in a claim being made against any member county~~Member Government~~, GCBH shall have the obligation to appear and defend any such claim without right to any reimbursement or contribution. In addition, GCBH shall indemnify and hold member counties~~Member Governments~~, its elected officials, employees and agents harmless from liability for any such claim. GCBH's obligation

to defend, indemnify and hold harmless as stated in this paragraph shall be limited to GCBH's available insurance coverage plus available cash reserves, as declared by the Board.

3. Indemnification. GCBH shall indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, solely by reason of the fact that he or she is or was a director, officer, employee, or agent of GCBH, against expenses (including attorneys fees), judgments, fines, and amount paid in settlement actually and reasonable incurred by him/her in connection with such action, suit or proceeding. Such indemnification may, in the discretion of the Governing Board, include advances of his/her expenses in advance of final disposition of such action, suit or proceedings, subject to the provisions of any applicable law.

4. Pre-Existing Claims. In the event any member county ~~Member Government~~ shall have any pre-existing claims against it for its operation of a facility or in any other provision of a direct service to clients which resulted or shall result in a claim being made against GCBH, the member county ~~Member Government~~ providing the service or operating the facility shall have the obligation to appear and defend any such claim without any right to reimbursement or contribution by GCBH. In addition, the member county ~~Member Government~~ shall indemnify and hold GCBH, its Board, its employees and agents harmless from liability for any such claim.

Article ~~9~~ 10 Conflict of Interest and Appearance of Fairness

1. GCBH is subject to Washington State law regarding conflicts of interest and the appearance of fairness. Where conflicts of interest or appearance of fairness issues arise, the affected member county ~~Member Governments~~ shall conform to the advice of GCBH legal counsel. However, if the affected member county~~Member Government~~ disagrees with the advice of GCBH legal counsel, the Board may by majority vote exclude a member county ~~Member Government~~ Director from a portion of any executive session where a matter of potential legal conflict between GCBH and the member county ~~Member Government~~ of the Director is to be discussed.

2. All GCBH Governing Board and Operational Board members shall also comply with the GCBH Conflict of Interest Policy as adopted and amended by the GCBH Governing Board of Directors.

Article ~~10~~ 11 Regional Advisory Board

1. Establishment. GCBH has established a Regional Advisory Board, ~~.~~pursuant to RCW 71.24.300 to advise the Regional Support Network by reviewing and providing comments on plans and policies.

2. Appointment of Members. Appointments to the ~~GCBH~~ Regional Advisory Board shall be made as follows:

   (a) Prospective members complete an application form and then will be interviewed by members of the Regional Advisory Board.
   (b) The Regional Advisory Board will recommend the prospective member to the GCBH ~~Executive Committee~~ Operational Board for appointment.
   (c) The ~~Executive Committee~~Operational Board will review the application and recommendation, and if approved, the Governing Board Chair will appoint the prospective new member.

   Membership shall consist of four (4) members from each of the three established provider networks and one (1) position for the Yakama Nation for a total of thirteen (13) members.

   (a) Provider Networks:
      i. Western: Yakima, Kittitas, Klickitat, and Skamania Counties.
      ii. Central: Benton and Franklin Counties.
      iii. Eastern: Walla Walla, Columbia, Garfield, Asotin, and Whitman Counties.

3. Quorum. A simple majority shall constitute a quorum for the transaction of business.

4. Compliance with Representation Requirements. The Regional Office shall review and monitor Advisory Board membership to insure that the membership meets the criteria of representing various populations and interest groups as required by applicable statute and regulations. In the event the Advisory Board is not in accordance with applicable statute and regulations, the ~~Board of Directors~~Operational Board shall determine the Regional Advisory Board membership changes so as to meet the representation requirements of the applicable statutes and regulations.

5. Duties. The ~~Greater Columbia Behavioral Health~~Regional Advisory Board shall advise the ~~Region~~ Governing Board and Operational Board by reviewing and providing comments on the plans and policies of GCBH. In addition, the Regional Advisory Board shall develop an annual workplan in conjunction with the ~~Board of Directors~~Operational Board. The Chair of the Advisory Board or designee shall be an ex-officio, non-voting member of the Governing Board ~~of Directors~~and Operational Board ~~and the Executive Committee and~~ as specified in the ~~GCBH~~ Regional Advisory Board Bylaws.

Article ~~11~~ 12 Withdrawal and Termination

1. Termination for Cause. A member county's ~~Member Government's~~ participation in GCBH may be terminated for cause for the reasons and in the manner stated in the Greater Columbia Behavioral Health Interlocal Agreement.

2. Voluntary Withdrawal. Any member may voluntarily withdraw provided it has given three months written notice of its intent to withdraw to the Chair of the Board of Directors.

3. Termination of GCBH. GCBH may be terminated in accordance with Article 11 of the Greater Columbia Behavorial Health Interlocal Agreement. The Board of Directors will continue to operate GCBH in order to conclude its affairs and terminate any of its contractual obligations.

4. Termination or Withdrawal of Individual Members. Pursuant to Article 10 of the Greater Columbia Behavioral Health Interlocal Agreement, any member county ~~Member Government~~ involuntarily terminated or voluntarily withdrawing may do so without any claim for any assets of GCBH or for any revenue expected by GCBH, except the member county ~~Member Government~~ shall be paid for service provided by the member county ~~Member Government~~ to GCBH up to the effective date of the termination. Any terminating or withdrawing member county ~~Member Government~~ shall remain liable for its pro-rata share based upon the GCBH formula of any unpaid or unfunded liabilities of GCBH incurred before or existing on the date of withdrawal.

5. Assets of GCBH may be liquidated at fair market value as determined by the Board. Proceeds from liquidation, all liquid assets and non-liquidated assets shall be distributed to the member counties ~~Member Governments~~ as set forth in Article 6 above. Distribution to the member counties ~~Member Governments~~ of these funds, properties and non-liquidated assets shall be made only after all obligations of GCBH have been paid.

6. Any unfunded or unpaid liability remaining shall be paid directly by the individual member counties ~~Member Governments~~ in proportion to their respective pro rata share of GCBH revenue. In the event assets exceed liability, assets will be paid in proportion to member counties' pro rata share.

Article 12 Amendments

1. New Bylaws may be adopted or these Bylaws, or any portion hereof, may be amended or repealed by an affirmative two-thirds vote of the Governing Board ~~of Directors~~ following thirty (30) days written notice including a copy of the proposed change(s).

Dated this _____ day of _____, ~~1997~~2009

_____	_____
Asotin County	Skamania County
_____	_____
Benton/Franklin Counties	Walla Walla County
_____	_____
Columbia County	Whitman County
_____	_____
Garfield County	Yakama Nation
_____	_____
Kittitas County	Yakima County
_____	
Klickitat County	

9:25

Max Benitz - RE: Benton County, Washington

From: "Jack McLaughlin" <JMcLaughlin@dadco.com>
To: "Newland, Misty" <misty_newland@standardandpoors.com>
Date: 3/5/2009 1:39 PM
Subject: RE: Benton County, Washington
CC: <david_sparks@co.benton.wa.us>, <max_benitz@co.benton.wa.us>, <leo_bowman@co.benton.wa.us>, <james_beaver@co.benton.wa.us>, <Loretta_SmithKelty@co.benton.wa.us>

Misty:

We have been communicating about a review of Benton County's bond rating under the new "global rating" guidelines and that it is the County's desire to make a personal presentation regarding the bond rating. It has been difficult to schedule and we would like to know your timeline for updating the County's bond rating. If you need to perform your review in the very near future we may request that the County provide information, similar to a rating packet, and have a conference call to answer any questions. Otherwise, we will be in contact with you to schedule a time that is convenient for all.

It certainly has been an interesting time in the bond and stock market these past few months!

Jack

From: Newland, Misty [mailto:misty_newland@standardandpoors.com]
Sent: Tuesday, December 02, 2008 10:53 AM
To: Jack McLaughlin; Petek, Gabriel
Subject: RE: Benton County, Washington

Hi Jack,
I hope you enjoyed your long weekend too.
We would be happy to meet with you and the County. Let us know when you're ready to schedule a meeting.

Thank you.
-Misty

Misty Newland - Associate - Standard & Poor's
415-371-5073 (ph); 415-371-5090 (fax)
1 Market Street, Steuart Tower, 15th Floor, San Francisco, CA 94105
misty_newland@sandp.com

From: Jack McLaughlin [mailto:JMcLaughlin@dadco.com]

Sent: Tuesday, December 02, 2008 9:17 AM
To: Petek, Gabriel; Newland, Misty
Subject: Benton County, Washington

Hi Gabe and Misty:

I hope you both had a great Thanksgiving!
We have been having some very interesting markets and they certainly have been a challenge.
With regard to the County's bond rating, I know that S&P has been moving many credits to the new Global Rating scale and Benton County has informed me that they may have a new issue in 2009, and even if they do not they want to come to San Francisco early in the year to give the rating agencies an update on the County finance, economy, etc. They believe they have a great business model and want to personally present it.
Hopefully this works for you; I will let you know the timing to make sure it works for you.

Jack

Jack McLaughlin
Vice President, Public Finance
D. A. Davidson & Co.
601 Riverside Ave., Suite 1000
B of A Financial Center
Spokane, WA 99201
(509) 456-6674
(800) 676-8323
Fax (509) 456-6692
jmclaughlin@dadco.com

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9:30

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	3/16/09	Execute Contract		Consent Agenda	
Subject:		Pass Resolution		Public Hearing	
Prepared by:		Pass Ordinance		1st Discussion	X
Reviewed by:		Pass Motion		2nd Discussion	
				Other Business	

BACKGROUND INFORMATION

The Board of Benton County Commissioners asked David Sparks to inquire about getting an appraisal for the old Health Building on Canal. Mr. Sparks received a recommendation to contact Gary Chamberlin from Chamberlin & Associates to provide an estimate for an appraisal for said building.

Mr. Gary Chamberlin proposes to provide services in accordinance with the attached agreement for professional appraisal services for an amount of $4,000.00.

Mr. Sparks is requesting direction from the Board of Commissioner whether or not to move forward with the appraisal from Chamberlin & Associates.

AGREEMENT FOR PROFESSIONAL APPRAISAL SERVICES

Date: March 9, 2009

Subject: 800 W. Canal, former Ben-Franklin Health Office, Kennewick, WA

Client: Benton County

Property Owner: Benton County

Dear Ms. Small,

The following is a Proposal and Agreement for Professional Appraisal Services for an approximate 10,000 square foot office building formerly occupied by the Benton-Franklin Health Department. The Health Department vacated the building several years ago, and it is currently vacant. Discussion with Mr. Roy Rogers of Benton County indicates the building and its mechanical systems have been maintained and there are no required repairs to make the building occupiable to another user. The appraised value would, therefore, be estimated "As Is" for continued office use or an alternative use, whichever may be discerned from a highest and best use analysis.

Our appraisal assumes fee simple ownership without encumbrance.

The client understands that neither the employment to make this valuation nor the compensation to be received is contingent upon the findings or value rendered. The analyses, opinions, and conclusions developed in the appraisal report shall be prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation, and with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

I. PURPOSE AND USE OF APPRAISAL

The purpose of this appraisal is for estimating the property's "As Is" market value. The appraisal shall be used for Client's (Benton County) purpose of determining their eventual use or disposition of the asset.

II. SCOPE OF APPRAISAL

Property inspection noting interior/exterior building condition, office and space configuration, plant systems, and other pertinent details influencing actual and effective age.

Neighborhood characteristics and trends will be analyzed.

Due to the age of the facility a Cost Approach will not be utilized. Elimination of this valuation method is common for buildings of 10 years and older due to the subjectivity required in estimating functional, economic, and physical obsolescence.

After developing an opinion of highest and best use, previous sales and listing activity reflecting similar buildings, as to size, age, location and other pertinent factors will be conducted. From our sales search, more comparable sales will be developed and adjusted to the subject property for a value estimate. Selected sales will be physically inspected and photographed. Each sale will be verified as to conditions of sale, seller/buyer motivations if any, special financing and other factors. Sale verification will be made with either or both, seller and buyer. If it is not possible to verify with buyer or seller, then the sales agent involved with the negotiations of purchase will be interviewed.

An Income Approach will also be developed. This method will incorporate a rental study of similar type buildings that would be competitive with the subject property should it be leased to another department or non-governmental user. Anticipated operating expenses will be developed and analyzed to derive an estimate of net operating income.

The most appropriate and applicable method of income capitalization will be applied and tested to derive a market value estimate based on the ability of the property to produce an income.

III. SERVICES PROVIDED

The client(s), shall be furnished three (3) copies of the report within 40 days of acceptance of proposal. Said completion date is only an estimate, and does not take into consideration lack of necessary specific data required to complete the report, acts of God, or delays beyond our control.

IV. SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in the Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

IV. COMPENSATION

Client agrees to pay appraiser for services a total fee of $4,000.00. Payment is due upon delivery.

RETAINER

N/A

V. COLLECTION

Client and appraiser agree that simple interest of one and a half percent (1.5%) per month with a maximum of eighteen percent (18%) per annum will accrue on any balance for compensation or expense reimbursement due to appraiser and remaining unpaid as of the date due. Client also agrees to pay appraiser reasonable expenses incurred in collecting all amounts due and owing under the terms of this agreement, including court costs and reasonable attorney fees.

Payment in the Event of Cancellation:

Client may cancel this Agreement at any time prior to Appraiser's delivery of the appraisal report pursuant to this Agreement upon written notice delivered to Appraiser at Appraiser's address specified herein. Unless otherwise agreed by Appraiser and Client in writing, Client shall pay Appraiser for all work completed prior to Appraiser's receipt of Client's cancellation notice, together with all out-of-pocket expenses incurred by Appraiser, at Appraiser's hourly rates specified in this Agreement, or, if the parties have not specified Appraiser's hourly rates in this Agreement, at Appraiser's regular hourly rates in effect at the time the work was performed.

VI. ATTACHEMENTS

- Appraiser's Assumptions and Limiting Conditions
- Appraiser's Certification

Unless stated otherwise, this proposal is only good for seven (7) days from the date of this document.

APPROVED AND ACCEPTED BY:

Chamberlin & Associates, Inc.

Gary Chamberlin, MAI
President

Date: March 9, 2009

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

Client(s) _____

Accepted this date: _____

ASSUMPTIONS AND LIMITING CONDITIONS

Unless otherwise stated, this appraisal report is made expressly subject to, and limited by the following conditions and stipulations:

1. This appraisal report is prepared for the sole and exclusive use of the client. It is not to be relied upon by any third parties for any purpose, whatsoever.

2. Legal descriptions furnished the appraisers are correct. No responsibility is assumed for legal descriptions or for matters including legal or title considerations.

3. Any sketches in this report are included to assist the reader in visualizing the property. The appraiser has not made a survey of the property, and assumes no responsibility for the legal description provided.

4. Title to the property is good and marketable, insurable, free and clear of liens; and, unless otherwise mentioned in this report, is appraised as if owned in fee simple title without encumbrances.

5. Unless otherwise stated, the market value estimate rendered herein applies to real estate and real property only. It does not include any additional value created by personal property, trade fixtures, or the "going concern value" of the business.

6. The appraiser is not responsible for the accuracy of opinions or information furnished by others contained within this report, nor is he responsible for the reliability of government data utilized herein. The appraisers has made a reasonable attempt to consider all available governmental regulations and restrictions, but assumes no responsibility for future conditions which are not readily available or were public knowledge at the time the appraisal was made.

7. The appraiser assumes neither liability nor responsibility for the affect of events that might concern the value of the subject property subsequent to the date of appraisal.

8. Disclosure of the contents of this appraisal report is governed by the By-Laws & Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus or registration without the prior written consent of the appraiser.

9. Compensation for appraisal services is dependent only upon delivery of this report, and is not contingent upon the value of the estimate, the reporting of a predetermined value or direction in value that favors the cause of the client, the occurrence of a subsequent event, or the attainment of a stipulated result.

ASSUMPTIONS AND LIMITING CONDITIONS
(Continued)

10. Testimony or attendance in court is not required by reason of this appraisal unless arrangements are previously made. Any court testimony will be at an additional charge.

11. Reasonable inspection has been made and assumption is made that there are no hidden or unapparent conditions of the subject property, subsoil, or structures that would render it more or less valuable. I assume no responsibility for such conditions, or for arranging the studies that might be required to discover such factors. Unless otherwise stated, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials nor is he qualified to detect such substances. The presence of hazardous materials may affect the value of the property. Therefore, the value estimate is predicated on the absence of such hazardous materials. If the potential for such materials exists, the client is urged to retain an expert in this field.

12. Unless specifically stated in the body of this report, the analyses, opinions, and conclusions were developed, and this report prepared in accordance with the standards and reporting requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, FIRREA.

13. Responsible ownership and competent management are assumed.

14. Information furnished by the property owner, agent, or management is correct and complete.

15. The right to correct arithmetic errors inadvertently committed is reserved.

16. Market value as expressed herein assumes all cash or its equivalent being paid to the seller.

17. This appraisal report sets forth all the limiting conditions (imposed by the terms of my assignment) affecting the analyses, opinions, and conclusions contained in this report.

18. I am familiar with the appraisal of this type of property and familiar with the locale in which the subject is located. I believe I have sufficient education and experience to appraise the subject property. Consequently, I found no need to take special measures to conform to the "Competency Provision" of the USPAP.

The appraiser reserves the right to amend and add any other limiting conditions specific to the subject property, based upon the physical inspection, investigation, and preparation of the appraisal report.

Gary Chamberlin, MAI
State Certified General Appraiser
WA State Certification No. 1100401

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- Please see the Appraiser's Qualifications included in the Addenda for specific information regarding the appraiser's background and experience. Gary Chamberlin has previously appraised this property type and is capable of competently completing this assignment.

As of date of this report, I, Gary Chamberlin, have completed the requirements under the continuing education program of the Appraisal Institute.

Signature: _____

Gary Chamberlin, MAI
WA State Certification No. 1400401

9:35

AGENDA SUMMARY SHEET

MEETING DATE: March 16, 2009 **AGENDA ITEM:** Claim CC09-04

SUBJECT:

☐ Consent Agenda ☐ Public Hearing ✓ Discussion

☐ 1st Discussion ☐ 2nd Discussion ☐ Other

BACKGROUND INFORMATION:

Request an executive session to discuss claim CC09-04.

SUMMARY:

See above.

9:45 AM

EXECUTIVE SESSION

Pending Litigation

R Brown

10:05

From: "Corsi, Tony" <TCorsi@CI.RICHLAND.WA.US>
To: "Marilu Flores" <marilu_flores@co.benton.wa.us>
Date: 3/12/2009 1:11 PM
Subject: RE: Re: Chief to David Sparks Feb 27 09 (2)

Marilu,
That will be fine, see you then.
Tony Corsi

-----Original Message-----
From: Marilu Flores [mailto:marilu_flores@co.benton.wa.us]
Sent: Thursday, March 12, 2009 11:53 AM
To: Corsi, Tony; David Sparks
Subject: RE: Re: Chief to David Sparks Feb 27 09 (2)

Chief Corsi:

There has been a slight change to Monday's (3/16/09) agenda. You have been re-scheduled to 10:05 am. Will this time change still work with your schedule? I apologize for any inconvenience.....Marilu

Marilu Flores
Administrative Secretary
Benton County Commissioners Office
PO Box 190
Prosser WA 99350
(509) 786-5600 - office
(509) 786-5625 - fax

>>> "Corsi, Tony" <TCorsi@CI.RICHLAND.WA.US> 3/10/2009 12:48 PM >>>
David,
That will work. I apologize, I got back to work yesterday and I am just catching up from being gone last week. It is on the calendar.
Tony

-----Original Message-----
From: David Sparks [mailto:david_sparks@co.benton.wa.us]
Sent: Tuesday, March 10, 2009 11:49 AM
To: Corsi, Tony
Cc: Marilu Flores
Subject: RE: Re: Chief to David Sparks Feb 27 09 (2)

Tony,

I have not heard back from you, but I have you scheduled at 10:20 am on March 16th with the Board of Commissioners in Prosser. Let me know if this works. Thanks.

David Sparks
County Administrator
Benton County Commissioners' Office
P.O. Box 190
Prosser, WA 99350
Phone: (509) 786-5600 or 736-3080
Fax: (509) 786-5625

>>> "Corsi, Tony" <TCorsi@CI.RICHLAND.WA.US> 3/3/2009 8:48 AM >>>
David,
That will work. I will contact you next week to let you know what we would like to do.
Thanks
Tony

Sent by Good Messaging (www.good.com)

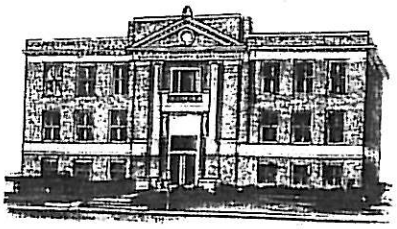
-----Original Message-----
From: David Sparks [mailto:david_sparks@co.benton.wa.us]
Sent: Tuesday, March 03, 2009 08:36 AM Pacific Standard Time
To: Corsi, Tony
Cc: James E. Barber; Johnson, Cindy; Musson, Ron; Larry Taylor
Subject: Re: Chief to David Sparks Feb 27 09 (2)

Tony,

Monday the 16th in Prosser is our regular Board meeting. That would be a good day. I can put you down on the agenda for that day. Let me know if that day works. Thanks.

David Sparks
County Administrator
Benton County Commissioners' Office
P.O. Box 190
Prosser, WA 99350
Phone: (509) 786-5600 or 736-3080
Fax: (509) 786-5625

>>> "Corsi, Tony" <TCorsi@CI.RICHLAND.WA.US> 2/27/2009 1:45 PM >>>



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.co.benton.wa.us/html/treasurer

10:30

March 11, 2009

Benton County Commissioners
Mr. David Sparks, Benton County Administrator
PO Box 190
Prosser, WA 99350

RE: Historical Preservation Fund/ Advisory Committee Findings

Dear Commissioners and County Administrator;

First of all, I would like to express my gratitude for the opportunity to be involved in this project to help enhance Historical Preservation endeavors in our community. Preserving our local history is a passion of mine and so naturally the opportunity to spearhead this project on behalf of the county was a privilege and enjoyable endeavor for me.

In order to summarize the progress of this project to date, I offer this very brief recap:

In 2008 several groups approached the county seeking access to the funds collected by RCW 36.22.170 and accounted for in Fund #0157-101-Historical Preservation Fund. These funds are collected with other fees at the time documents are recorded in the County Auditor's office.

A meeting with representatives from the local museums and other historical preservation entities was arranged with the county. The group representing the museums is called the "Benton County Historical Preservation Cooperative" and David Sparks and myself attended the meeting on behalf of the county. At this meeting it was determined that if requests for funds from outside entities were to be entertained by the Commission, there was definite need to develop procedures to review the requests. It was also determined a separate, independent advisory committee should be formed to review and prioritize the requests for funding and make recommendations to the Board of County Commissioners. Shortly after this meeting I was appointed by the Board of County Commissioners as the Charter Chairman of the Benton County Historical Preservation Cooperative (Resolution 08-898).

Procedures outlining a grant process were developed over a series of several meetings of the Benton County Historical Preservation Cooperative. An application form was developed and approved and grading criteria was established for a scoring matrix to be used to make recommendations to the Board of County Commissioners of which grants should be approved. The Benton County Historical Preservation Cooperative selected four individuals from the community to serve in the capacity of a grant "Advisory Committee". The following members were selected to serve, with the County Treasurer acting as the Chair:

- Mr. Fred Carroll, Retired Benton County Employee, Board Member for East Benton County Museum

- The Honorable Tom Moak, Mayor of the City of Kennewick, Manager of the Kennewick (Union Branch) Library
- The Honorable Dale Jackson, Mayor of the City of West Richland
- Tom Marceau, Cultural Resource Manager, Washington Closure, Hanford

The following applications were then received over a period of several weeks:

Entity	Grant Title	Amount Requested
White Bluffs Quilt Museum	Preservation of Heritage Life Skills Temporary Facility Request	$15,000.00
White Bluffs Quilt Museum	Historic Collections Preservation	$1,174.00
East Benton County Historical Society	Digitizing Project	$2,838.31
East Benton County Historical Society	Stabilization and Conservation Project	$2,890.16
Benton County Historical Museum	Historical Preservation	$11,784.54
CREHST	Hanford/Manhattan Project Oral History Archives	$9,400.00
Hanford Reach Interpretive Center	Outdoor Interpretive Exhibit, Website & Display Design	$26,835.00
	TOTAL	$69,922.01

On February 27, 2009, the advisory committee met at the Justice Center to review the grant applications with representatives from the Benton County Historical Preservation Cooperative present to answer questions from the advisory committee.

After a through review of the applications, the advisory committee makes the following recommendations to the Board of County Commissioners. The advisory committee also recommends to the commissioners that before any disbursement the recipient's' should agree to provide a "project completion report" summarizing the progress made and if the objectives were met:

Entity	Grant Title	Recommendation	Amount Requested
White Bluffs Quilt Museum	Preservation of Heritage Life Skills Temporary Facility Request	Full Award of the Amount Requested	$15,000.00
White Bluffs Quilt Museum	Historic Collections Preservation	Full Award of the Amount Requested	$1,174.00
East Benton County Historical Society	Digitizing Project	Full Award of the Amount Requested	$2,838.31
East Benton County Historical Society	Stabilization and Conservation Project	Full Award of the Amount Requested	$2,890.16
Benton County Historical Museum	Historical Preservation	Full Award of the Amount Requested	$11,784.54
CREHST	Hanford/Manhattan Project Oral History Archives	Partial Grant of $1,000 for purchase of equipment. Total Requested $9,400	$1,000.00
Hanford Reach Interpretive Center	Outdoor Interpretive Exhibit, Website & Display Design	$0 of the $26,835 requested	$0
		TOTAL	$34,687.01

Based on this review, I request and recommend the Board of County Commissioners approve the advisory committees' recommendations for distributions totaling $34,687.01, which is approximately 50% of the total requested.

Sincerely,

Duane A. Davidson
Benton County Treasurer

DAD/dad

10:35 AM

EXECUTIVE SESSION

Review Performance of a Public Employee

Comnr Beaver